Execution Copy

THIS SOLICITATION IS BEING CONDUCTED BY NEW MACH GEN, LLC AND ITS SUBSIDIARIES MACH GEN GP, LLC, MILLENNIUM POWER PARTNERS, L.P., NEW ATHENS GENERATING COMPANY, LLC, AND NEW HARQUAHALA GENERATING COMPANY, LLC (COLLECTIVELY, "MACH GEN" OR THE "DEBTORS") TO OBTAIN SUFFICIENT ACCEPTANCES OF A JOINT PREPACKAGED CHAPTER 11 PLAN *PRIOR TO* THE FILING OF VOLUNTARY PETITIONS FOR RELIEF UNDER CHAPTER 11 OF THE U.S. BANKRUPTCY CODE.[1] BECAUSE NO CHAPTER 11 CASES HAVE BEEN COMMENCED, THIS DISCLOSURE STATEMENT HAS BEEN NEITHER FILED WITH ANY BANKRUPTCY COURT NOR APPROVED BY ANY BANKRUPTCY COURT AS CONTAINING "ADEQUATE INFORMATION" WITHIN THE MEANING OF SECTION 1125(A) OF THE BANKRUPTCY CODE. FOLLOWING COMMENCEMENT OF CHAPTER 11 CASES, MACH GEN EXPECTS TO PROMPTLY SEEK ENTRY OF AN ORDER OF THE BANKRUPTCY COURT (I) APPROVING THIS DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION, (II) APPROVING THE SOLICITATION OF VOTES ON THE PLAN AS HAVING BEEN IN COMPLIANCE WITH SECTION 1126(B) OF THE BANKRUPTCY CODE, AND (III) CONFIRMING THE PLAN.

DISCLOSURE STATEMENT FOR JOINT PREPACKAGED CHAPTER 11 PLAN OF NEW MACH GEN, LLC AND ITS AFFILIATED DEBTORS AND DEBTORS IN POSSESSION

June 4, 2018

Solicitation of votes from the holders of outstanding
First Lien Revolver Claims
First Lien Term Loan Claims

FOR YOUR VOTE TO BE COUNTED, YOUR BALLOT(S) TO ACCEPT OR REJECT THE PLAN MUST BE ACTUALLY RECEIVED BY THE VOTING AGENT PRIOR TO 5:00 P.M. (PREVAILING EASTERN TIME), ON JUNE 5, 2018 UNLESS EXTENDED BY MACH GEN. YOU SHOULD REFER TO THE ENCLOSED BALLOT(S) FOR INSTRUCTIONS ON HOW TO VOTE ON THE PLAN.

PLEASE NOTE THAT THE DESCRIPTION OF THE PLAN PROVIDED THROUGHOUT THIS DISCLOSURE STATEMENT IS ONLY A SUMMARY PROVIDED FOR CONVENIENCE PURPOSES. IN THE CASE OF ANY INCONSISTENCY BETWEEN THE SUMMARY IN THIS DISCLOSURE STATEMENT AND THE PLAN ITSELF, THE PLAN WILL GOVERN.

[1] The anticipated Debtors and the last four digits of their respective federal tax identification numbers are as follows: New MACH Gen, LLC (4920), MACH Gen GP, LLC (6738), Millennium Power Partners, L.P. (6688), New Athens Generating Company, LLC (0156), and New Harquahala Generating Company, LLC (0092). The Debtors' principal offices are located at 1780 Hughes Landing, Suite 800, The Woodlands, Texas 77380.

A COPY OF THE PLAN TO WHICH THIS DISCLOSURE STATEMENT RELATES IS ATTACHED HERETO AS EXHIBIT A.

IMPORTANT INFORMATION FOR YOU TO READ

MACH GEN HAS NOT YET COMMENCED ANY CASES UNDER CHAPTER 11 OF THE U.S. BANKRUPTCY CODE, AND NO BANKRUPTCY COURT HAS APPROVED THE ADEQUACY OF THE DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT OR THE MERITS OF THE PLAN. MACH GEN EXPECTS TO COMMENCE CHAPTER 11 CASES AFTER THE SOLICITATION OF VOTES ON THE PLAN.

UNDER THE PLAN, HOLDERS OF "ALLOWED GENERAL UNSECURED CLAIMS" (EACH AS DEFINED IN THE PLAN) ARE ANTICIPATED TO BE PAID IN FULL, SUBJECT TO BANKRUPTCY COURT APPROVAL, IN THE ORDINARY COURSE OF BUSINESS DURING THE PENDENCY OF THE CASES OR THEREAFTER IN ACCORDANCE WITH THEIR TERMS, OR TO RECEIVE SUCH OTHER TREATMENT TO RENDER HOLDERS OF SUCH CLAIMS UNIMPAIRED UNDER THE BANKRUPTCY CODE.

MACH Gen, Beal Bank USA and Beal Bank, SSB, as plan proponents have prepared this disclosure statement (this "Disclosure Statement") for use in connection with the solicitation of votes on, and confirmation of, the *Joint Prepackaged Chapter 11 Plan of New MACH Gen, LLC and Its Affiliated Debtors and Debtors in Possession*, as it may be amended, supplemented, restated, or modified from time to time (together with the Plan Supplement, the "Plan"),[2] and the information set forth herein may not be relied upon for any other purpose. MACH Gen has not authorized any entity to provide any information about, or concerning, the Plan, other than the information contained in this Disclosure Statement. In addition, MACH Gen has not authorized any entity to make any representations concerning MACH Gen or the value of its property, other than as set forth in this Disclosure Statement.

This Disclosure Statement sets forth certain information regarding MACH Gen's operations, its financial history and forecasts, the need to seek chapter 11 protection, significant events that are expected to occur during its chapter 11 cases, and the anticipated organization, operations, and liquidity of MACH Gen upon its successful emergence from chapter 11. This Disclosure Statement also describes terms and provisions of the Plan, including certain alternatives to the Plan, certain effects of confirmation of the Plan, certain risk factors associated with securities to be issued under the Plan, and the manner in which distributions will be made under the Plan. In addition, this Disclosure Statement discusses the confirmation process and the voting procedures that holders of claims or interests entitled to vote under the Plan must follow in order for their votes to be counted.

MACH Gen has entered into a Restructuring Support Agreement (attached hereto as **Exhibit B**) with the Support Parties, who hold a majority of MACH Gen's first lien debt and existing equity interests, in order to effectuate a balance sheet recapitalization of MACH Gen and the transfer of New Harquahala Generating Company, LLC pursuant to the terms of the Plan. The proposed restructuring is expected to eliminate approximately $95 million in debt from MACH Gen's First

[2] Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Plan.

Lien Facilities and thereby improve MACH Gen's financial condition and overall creditworthiness and help ensure the continued operation of the Millennium Facility and the Athens Facility. MACH Gen and the First Lien Lenders, in their roles as Plan Proponents, are seeking votes in favor of the Plan *prior* to the commencement of "prepackaged" chapter 11 cases, which MACH Gen believes will minimize disruption to MACH Gen's day-to-day operations, reduce the cost of MACH Gen's proposed restructuring, and ultimately be in the best interests of all of the MACH Gen Entities' stakeholders.

The Plan Proponents therefore recommend, with the support of the Support Parties, that all holders of Claims who are entitled to vote on the Plan, after having reviewed all of the information contained in this Disclosure Statement, Plan, and other documents incorporated by reference thereto, vote to accept the Plan.

THE CONTENTS OF THIS DISCLOSURE STATEMENT SHOULD NOT BE CONSTRUED AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE, AND THE PLAN PROPONENTS URGE ANY HOLDER OF A CLAIM OR INTEREST ENTITLED TO VOTE ON THE PLAN TO CONSULT WITH ITS OWN ADVISORS FOR ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE IN REVIEWING THIS DISCLOSURE STATEMENT, THE PLAN, AND THE PROPOSED TRANSACTIONS CONTEMPLATED THEREBY, BEFORE DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN.

EACH HOLDER OF A CLAIM ENTITLED TO VOTE ON THE PLAN IS ADVISED AND ENCOURAGED TO READ THIS DISCLOSURE STATEMENT AND THE PLAN IN THEIR ENTIRETY BEFORE VOTING. PLAN SUMMARIES AND STATEMENTS MADE IN THIS DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN, WHICH CONTROLS IN THE EVENT OF ANY INCONSISTENCY OR INCOMPLETENESS.

UNLESS OTHERWISE STATED HEREIN, THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE ONLY AS OF THE DATE HEREOF, AND THERE CAN BE NO ASSURANCE THAT THE STATEMENTS CONTAINED HEREIN WILL BE CORRECT OR ACCURATE AT ANY TIME AFTER THAT DATE.

ANY STATEMENTS IN THIS DISCLOSURE STATEMENT CONCERNING THE PROVISIONS OF ANY DOCUMENT ARE NOT NECESSARILY COMPLETE, AND IN EACH INSTANCE, REFERENCE IS MADE TO SUCH DOCUMENT FOR THE FULL TEXT THEREOF. CERTAIN DOCUMENTS DESCRIBED OR REFERRED TO IN THIS DISCLOSURE STATEMENT HAVE NOT BEEN ATTACHED AS EXHIBITS BECAUSE OF THE IMPRACTICABILITY OF FURNISHING COMPLETE COPIES OF SUCH DOCUMENTS TO ALL RECIPIENTS OF THIS DISCLOSURE STATEMENT.

EXCEPT WHERE SPECIFICALLY NOTED HEREIN, THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AND IN ITS EXHIBITS HAS NOT BEEN AUDITED BY A CERTIFIED PUBLIC ACCOUNTANT AND HAS NOT BEEN PREPARED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES.

MACH GEN'S MANAGEMENT, IN CONSULTATION WITH MACH GEN'S PROFESSIONAL FINANCIAL ADVISORS, PREPARED THE PROJECTIONS PROVIDED IN THIS DISCLOSURE STATEMENT. WHILE MACH GEN HAS PRESENTED THESE PROJECTIONS WITH NUMERICAL SPECIFICITY, IT HAS NECESSARILY BASED THE PROJECTIONS ON A VARIETY OF ESTIMATES AND ASSUMPTIONS WHICH, THOUGH CONSIDERED REASONABLE BY MANAGEMENT, MAY NOT BE REALIZED, AND ARE INHERENTLY SUBJECT TO SIGNIFICANT BUSINESS, ECONOMIC, COMPETITIVE, INDUSTRY, REGULATORY, MARKET AND FINANCIAL UNCERTAINTIES AND CONTINGENCIES, MANY OF WHICH WILL BE BEYOND REORGANIZED MACH GEN'S AND REORGANIZED NEW HARQUAHALA'S CONTROL. MACH GEN CAUTIONS THAT IT CANNOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OF THESE PROJECTIONS OR TO REORGANIZED MACH GEN'S OR REORGANIZED NEW HARQUAHALA'S ABILITY TO ACHIEVE THE PROJECTED RESULTS. SOME ASSUMPTIONS INEVITABLY WILL NOT MATERIALIZE. FURTHERMORE, EVENTS AND CIRCUMSTANCES OCCURRING SUBSEQUENT TO THE DATE ON WHICH THESE PROJECTIONS WERE PREPARED MAY DIFFER FROM ANY ASSUMED FACTS AND CIRCUMSTANCES. ALTERNATIVELY, ANY EVENTS AND CIRCUMSTANCES THAT COME TO PASS MAY WELL HAVE BEEN UNANTICIPATED AND, THUS, MAY AFFECT FINANCIAL RESULTS IN A MATERIALLY ADVERSE OR MATERIALLY BENEFICIAL MANNER. THE PROJECTIONS, THEREFORE, MAY NOT BE RELIED UPON AS A GUARANTEE OR OTHER ASSURANCE OF THE ACTUAL RESULTS THAT WILL OCCUR.

NEITHER THE FIRST LIEN LENDERS NOR ANY OF THEIR AFFILIATES HAD ANY ROLE IN PREPARING THE FINANCIAL INFORMATION, PROJECTIONS, OR CLAIMS ANALYSIS CONTAINED IN THIS DISCLOSURE STATEMENT OR ANY OF THE EXHIBITS THERETO AND MAKE NO REPRESENTATIONS WITH RESPECT TO THE METHODOLOGY USED IN PREPARING, OR THE ACCURACY OF, SUCH FINANCIAL INFORMATION, PROJECTIONS, OR CLAIMS ANALYSIS.

AS TO DESCRIPTIONS OF LITIGATION OR THREATENED ACTIONS, THIS DISCLOSURE STATEMENT SHALL NOT CONSTITUTE, OR BE CONSTRUED AS, AN ADMISSION OF ANY FACT OR LIABILITY, STIPULATION OR WAIVER, BUT RATHER AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS. THIS DISCLOSURE STATEMENT SHALL NOT BE ADMISSIBLE IN ANY NON-BANKRUPTCY PROCEEDING, NOR SHALL IT BE CONSTRUED TO BE CONCLUSIVE ADVICE ON THE TAX, SECURITIES, OR OTHER LEGAL EFFECTS OF THE PLAN AS TO HOLDERS OF CLAIMS AGAINST, OR INTERESTS IN, EITHER MACH GEN OR REORGANIZED MACH GEN.

SPECIAL NOTICE REGARDING FEDERAL AND STATE SECURITIES LAWS

Neither this Disclosure Statement nor the Plan has been filed with the United States Securities and Exchange Commission (the "SEC") or any state authority. The Plan has not been approved or disapproved by the SEC or any state securities commission, and neither the SEC nor any state securities commission has passed upon the accuracy or adequacy of this Disclosure Statement or the merits of the Plan. Any representation to the contrary is a criminal offense.

This Disclosure Statement has been prepared pursuant to section 1125 of the Bankruptcy Code and Bankruptcy Rule 3016(b). The securities to be issued on or after the Effective Date will not have been the subject of a registration statement filed with the SEC under the Securities Act of 1933, as amended (the "Securities Act"), or any securities regulatory authority of any state under the applicable state securities law ("Blue Sky Law"). MACH Gen intends to rely on section 1145(a) of the Bankruptcy Code and equivalent state law registration exemptions to exempt both the offer and issuance of new securities of MACH Gen (including New Harquahala) in connection with the solicitation and the Plan from registration under the Securities Act and Blue Sky Law. The solicitation of votes on the Plan is being made in reliance on the exemption requirements of the Securities Act provided by section 3(a)(9) thereof.

This Disclosure Statement contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements consist of any statement other than a recitation of historical fact and can be identified by the use of forward-looking terminology, such as "may," "expect," "anticipate," "estimate," "continue," or the negatives thereof, as well as any similar or comparable language. You are cautioned that all forward-looking statements are necessarily speculative, and there are certain risks and uncertainties that could cause actual events or results to differ materially from those referred to in such forward-looking statements. The liquidation analysis, financial projections, and other projections and forward-looking information contained herein and attached hereto are only estimates, and the timing and amount of actual distributions to holders of allowed claims and interests, among other things, may be affected by many factors that cannot be predicted. Any analyses, estimates, or recovery projections may or may not turn out to be accurate.

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SECTION I.
INTRODUCTION AND OVERVIEW

New MACH Gen, LLC and its subsidiaries MACH Gen GP, LLC, Millennium Power Partners, L.P., New Athens Generating Company, LLC, and New Harquahala Generating Company, LLC, as debtors and debtors in possession (each, a "MACH Gen Entity" or a "Debtor" and, collectively, the "MACH Gen Entities" or "MACH Gen" or the "Debtors"), and Beal Bank USA and Beal Bank, SSB, in their capacity as First Lien Lenders under the First Lien Credit Facility and as a Support Party under the Restructuring Support Agreement, and as Plan Proponents submit this disclosure statement (this "Disclosure Statement") pursuant to section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (as amended, the "Bankruptcy Code") for use in the solicitation of votes on the *Joint Prepackaged Chapter 11 Plan of New Mach Gen, LLC and Its Affiliated Debtors and Debtors in Possession*, dated as of June 4, 2018, as it may be amended, supplemented, restated, or modified from time to time (together with the Plan Supplement, the "Plan").[3] Each of the MACH Gen Entities and the First Lien Lenders is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code.

A copy of the Plan is attached hereto as Exhibit A and incorporated herein by reference. In the event of any inconsistency between the terms of the Plan and the description of such terms in this Disclosure Statement, the terms of the Plan shall control.

This Disclosure Statement is part of the "Solicitation Package," which contains the following:

- this Disclosure Statement,
- the Plan (as Exhibit A to this Disclosure Statement),
- the Restructuring Support Agreement (as Exhibit B to this Disclosure Statement),
- the Projections (as Exhibit C to this Disclosure Statement),
- the Liquidation Analysis (as Exhibit D to this Disclosure Statement),
- the Consolidated Financial Statements (as Exhibit E to this Disclosure Statement), and
- if you are entitled to vote to accept or reject the Plan, one or more ballots, as applicable, including instructions describing where and when to submit your ballot(s) and a postage-paid, pre-addressed return envelope, to be used by holders of Claims and Interests entitled to vote on the Plan.

[3] Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Plan.

If you are a holder of a Claim entitled to vote on the Plan and you did not receive a ballot, received a damaged ballot, or lost your ballot, please contact Prime Clerk LLC (the "Voting Agent") by e-mail at newmachgenballots@primeclerk.com or by phone at 844-242-7491 (domestic / toll free) or 929-333-8974 (international / toll).

For your vote to be counted, your ballot(s) must be **actually received** by the Voting Agent (by either physical or electronic mail) no later than 5:00 p.m., prevailing Eastern Time, on June 5, 2018 (the "Voting Deadline").

After the solicitation of votes with respect to the Plan, MACH Gen anticipates commencing a case under chapter 11 of the Bankruptcy Code for each MACH Gen Entity (collectively, the "Chapter 11 Cases") and seeking confirmation of the Plan by the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

A. *Overview of Proposed Restructuring*

MACH Gen is pleased to announce that the Plan provides for a restructuring of MACH Gen (the "Restructuring") that will result in (1) the transfer of the equity of New Harquahala Generating Company, LLC, the owner of the Harquahala Facility—a 1,092 MW natural gas fired electric generating facility located in Maricopa County, Arizona—to the First Lien Lenders in exchange for, among other things, the First Lien Loan Reduction (subject to the terms and conditions of the Plan, including the Harquahala Reorganization Annex, and the New First Term Loan) (the "Harquahala Reorganization"), (2) the refinancing of the remainder of MACH Gen's First Lien Credit Facility through a new first lien credit facility provided to Reorganized MACH Gen (as such term is defined in the Plan) by the First Lien Lenders anticipated to be in an aggregate principal amount of approximately $512 million, consisting of a $10 million new revolving first lien credit facility (the "New First Lien Revolver"), a new term B loan facility anticipated to be in an aggregate principal amount of approximately $448 million (the "New Term B Loan Facility"), and a new term C loan facility anticipated to be in an aggregate principal amount of approximately $54 million (the "New Term C Loan Facility" and, together with the New Term B Loan Facility, the "New First Lien Term Loans" and, collectively with the New First Lien Revolver, the "New First Lien Facilities"), and (3) the extension of new financing to Reorganized MACH Gen provided by Talen Energy Supply, LLC, as the "Talen L/C Provider," and by Talen Investment Corporation, as the "Talen Lender," on a second lien basis, consisting of a new second lien term loan credit facility anticipated to be in an aggregate principal amount of approximately $25 million (the "New Second Lien Term Loan Facility") and a new second lien letter of credit facility which will be used to collateralize letters of credit issued under the New First Lien Facilities (the "New Second Lien L/C Facility" and, together with the New Second Lien Term Loan Facility, the "New Second Lien Facilities" and, together with the New First Lien Facilities, the "New Financing Facilities"). The Restructuring is expected to eliminate approximately $95 million in debt under MACH Gen's First Lien Facilities. MACH Gen, including New Harquahala, will emerge from the Chapter 11 Cases in each case a stronger company, with a sustainable capital structure that is better aligned with MACH Gen's present and future operating prospects.

MACH Gen is commencing this solicitation on the Plan following extensive discussions with the Support Parties, who constitute certain of its key stakeholders. The discussions have

resulted in the significant majorities of its stakeholders agreeing to support the Restructuring and to vote to accept the Plan pursuant to a Restructuring Support Agreement, dated as of June 4, 2018 (as it may be amended from time to time, the "Restructuring Support Agreement"), among MACH Gen and:

- holders of 100% of the First Lien Revolver Claims and First Lien Term Loan Claims (the "Consenting First Lien Holders"); and

- holders of 100% of the Interests in New MACH Gen, LLC (the "Consenting Equity Holders" and, together with the Consenting First Lien Holders, the "Support Parties").

For additional information regarding the Restructuring Support Agreement, please refer to the discussion in Section II.F.2 herein entitled, "Restructuring Support Agreement." A copy of the Restructuring Support Agreement is attached hereto as Exhibit B and incorporated herein by reference. In the event of any inconsistency between the terms of the Restructuring Support Agreement and the description of such terms in this Disclosure Statement, the terms of the Restructuring Support Agreement shall control.

As a result of the Restructuring provided in the Plan:

- Each holder of an Allowed First Lien Revolver Claim, such Claims collectively in the aggregate principal amount of approximately $132,953,263.52, plus any interest, fees, expenses, and other amounts due and owing in respect of the First Lien Revolver Claims pursuant to the First Lien Credit Agreement as of the Effective Date, will be exchanged for either:

  (i) if the First Lien Step-In Scenario does not occur, its Pro Rata share relative to all Allowed First Lien Revolver Claims and all Allowed First Lien Term Loan Claims (or such other allocation as may be determined by the First Lien Lenders in their sole discretion) of (A) Cash on account of the Amendment Fee and Deferred Charges Amount, (B) the New First Lien Term Loans, (C) the New First Lien Revolver, and (D) in exchange for the First Lien Loan Reduction (subject to the terms and conditions of the Harquahala Reorganization Annex and the New First Lien Term Loans), 100% of the Interests in Reorganized New Harquahala; or

  (ii) in the event of a First Lien Step-In Scenario, its Pro Rata share relative to all Allowed DIP Claims, Allowed First Lien Revolver Claims, and Allowed First Lien Term Loan Claims (or such other allocation as may be determined by the First Lien Lenders and DIP Lenders in their sole discretion) of 100% of the Interests in Reorganized MACH Gen;

- Each holder of an Allowed First Lien Term Loan Claim, such Claims collectively in the aggregate principal amount of approximately $465,114,835.06, plus any interest, fees, expenses, and other amounts due and owing in respect of the First

Lien Term Loan Claims pursuant to the First Lien Credit Agreement as of the Effective Date, will be exchanged for either:

(i) if the First Lien Step-In Scenario does not occur, its Pro Rata share relative to all Allowed First Lien Revolver Claims and all Allowed First Lien Term Loan Claims (or such other allocation as may be determined by the First Lien Lenders in their sole discretion) of (A) Cash on account of the Amendment Fee and Deferred Charges Amount, (B) the New First Lien Term Loans, (C) the New First Lien Revolver, and (D) in exchange for the First Lien Loan Reduction (subject to the terms and conditions of the Harquahala Reorganization Annex and the New First Lien Term Loans), 100% of the Interests in Reorganized New Harquahala; or

(ii) in the event of a First Lien Step-In Scenario, its Pro Rata share relative to all Allowed DIP Claims, Allowed First Lien Revolver Claims, and Allowed First Lien Term Loan Claims (or such other allocation as may be determined by the First Lien Lenders and DIP Lenders in their sole discretion) of 100% of the Interests in Reorganized MACH Gen;

- the Allowed Interests in each of the MACH Gen Entities will (i) if the First Lien Step-In Scenario does not occur, be reinstated, other than the Allowed Interests in New Harquahala, which will be cancelled, or (ii) if the First Lien Step-In Scenario does occur, be reinstated, other than the Allowed Interests in New MACH Gen, LLC, which will be cancelled; and

- all other Allowed Claims, including all Allowed General Unsecured Claims, will be paid in full or otherwise rendered Unimpaired (other than Intercompany Claims, which may be reinstated or cancelled as set forth in the Plan).

In order to implement the above-described transactions and distributions, in connection with the consummation of the Plan, if the First Lien Step-In Scenario does not occur, (1) MACH Gen will consummate the Harquahala Reorganization (subject to the terms and conditions of the Harquahala Reorganization Annex), (2) Reorganized MACH Gen will enter into the New First Lien Facilities, and (3) Reorganized MACH Gen will enter into the New Second Lien Facilities. **For additional information on MACH Gen's post-Restructuring capitalization, please refer to the discussion in Section IV.B herein entitled, "Summary of Capitalization of Reorganized MACH Gen."**

MACH Gen, with the support of the Support Parties, believes that consummation of the proposed Restructuring under the Plan will provide MACH Gen with the capital structure and liquidity to continue operating as a going concern as a result of, among other things: (1) the sale of New Harquahala to the First Lien Lenders in exchange for the First Lien Loan Reduction (subject to the terms and conditions of the Plan, including the Harquahala Reorganization Annex, and the New First Lien Term Loans); (2) the reduction of approximately $95 million of long-term debt under the First Lien Facilities; and (3) the elimination of approximately $20 million per year of cash interest that would otherwise continue to accrue under the First Lien Facilities. MACH Gen believes the realization of these transactions on the terms outlined in the Plan will enable MACH

Gen to emerge from the Chapter 11 Cases appropriately capitalized and competitively positioned within the wholesale power markets for the Athens Facility and Millennium Facility. Additionally, New Harquahala will be unburdened of all funded debt obligations and competitively positioned within the wholesale power market for the Harquahala Facility.

In connection with developing the Plan, MACH Gen conducted a careful review of its current business operations and compared its projected value as an ongoing business enterprise with its potential value in a liquidation scenario, as well as the estimated recoveries to holders of Allowed Claims and Interests thereunder. MACH Gen concluded that the potential recoveries to holders of Allowed Claims and Interests would be maximized by continuing to operate as a going concern, following the transfer of New Harquahala. MACH Gen believes that its businesses and assets have significant value that would not be realized in a liquidation, either in whole or in substantial part. Consistent with the liquidation analysis described herein and other analyses prepared by MACH Gen and its advisors, MACH Gen believes the value of its assets would be considerably greater if MACH Gen operates as a going concern and continues to generate revenues by selling energy, capacity, and ancillary services, while awaiting better market conditions for the sale of its assets, as opposed to immediately liquidating. **For additional information on estimated recoveries under the Plan as compared to estimated recoveries in liquidation, please refer to the discussion in Section VI.B.2 herein entitled, "Best Interests Test."** Moreover, MACH Gen believes that any alternative to the Restructuring contemplated by the Plan, such as an out-of-court restructuring, a liquidation, or attempts by another party-in-interest to file an alternative plan of reorganization, could result in significant delay, litigation, execution risk, and/or additional costs and, ultimately, could lower the recoveries to holders of Allowed Claims and Interests. Accordingly, the Plan Proponents, with the support of the Support Parties, strongly recommends that you vote to **accept** the Plan, if you are entitled to vote.

B. *Summary of Classification and Estimated Recoveries of Claims and Interests Under Plan*

The following table summarizes the classification and estimated recoveries to holders of Allowed Claims and Interests under the Plan. Although every reasonable effort was made to be accurate, the projections of recoveries are only estimates. The final amounts of Claims or Interests allowed by the Bankruptcy Court may vary from the estimates in this Disclosure Statement. As a result of the foregoing and other uncertainties inherent in the estimates, the estimated recoveries in this Disclosure Statement may vary from the actual recoveries realized. In addition, the ability to receive distributions under the Plan depends upon, among other things, the ability of MACH Gen to obtain confirmation of the Plan and meet the conditions to confirmation and effectiveness of the Plan, as discussed in this Disclosure Statement. **For additional explanation regarding the terms of the Plan and treatment of Allowed Claims and Interests thereunder, please refer to the discussion in Section IV.A herein entitled, "Summary of Plan," as well as the Plan itself, attached hereto as Exhibit A.**

Class	Claims or Interests	Status	Voting Rights	Estimated Allowed Amount[4]	Estimated Recovery

[4] Amounts listed for Classes 3A and 3B are principal amounts only. The Allowed amounts of the claims in such Classes include all amounts due and owing with respect to the First Lien Obligations.

Class	Claims or Interests	Status	Voting Rights	Estimated Allowed Amount[4]	Estimated Recovery
1	Priority Non-Tax Claims	Unimpaired	Deemed to accept	N/A	N/A
2	Other Secured Claims	Unimpaired	Deemed to accept	N/A	N/A
3A	First Lien Revolver Claims	Impaired	Entitled to vote	$132,953,263.52	100%
3B	First Lien Term Loan Claims	Impaired	Entitled to vote	$465,114,835.06	100%
4	General Unsecured Claims	Unimpaired	Deemed to accept	$51,969,408[5]	100%
5	Intercompany Claims[6]	Unimpaired or Impaired	Deemed to accept or deemed to reject	N/A	N/A
6(a)	Interests in New MACH Gen, LLC[7]	Unimpaired or Impaired	Deemed to accept or deemed to reject	N/A	N/A
6(b)	Interests in MACH Gen GP, LLC	Unimpaired	Deemed to accept	N/A	N/A
6(c)	Interests in Millennium Power Partners, L.P.	Unimpaired	Deemed to accept	N/A	N/A
6(d)	Interests in New Athens Generating Company, LLC	Unimpaired	Deemed to accept	N/A	N/A
6(e)	Interests in New Harquahala Generating Company, LLC[8]	Unimpaired or Impaired	Deemed to accept or deemed to reject	N/A	N/A

[5] The Estimated Allowed Amount of General Unsecured Claims includes approximately $21,543,000 on account of unsecured claims that the Debtors anticipate seeking approval to pay pursuant to the Debtors' first day motions. The Estimated Allowed Amount of General Unsecured Claims also includes approximately $30,426,408 on account of what MACH Gen (but not the First Lien Lenders) has determined to be an unsecured claim by Talen LC Provider against the MACH Gen Entities (the "Tax Allocation Claims") that arose in connection with that certain Amended and Restated Tax Allocation Agreement, by and among Talen Energy Corporation and the Talen Tax Affiliates, effective as of December 15, 2015 and terminated effective January 1, 2017. MACH Gen anticipates that the Tax Allocation Claims will be reinstated against Reorganized MACH Gen. Any such reinstated Tax Allocation Claims shall be junior, subordinated, and silent in respect of, and otherwise subject to the liens securing, among other things, the liabilities and obligations under the DIP Credit Agreement and the DIP Orders, the First Lien Credit Agreement, the New First Lien Facilities, and the New Second Lien Facility, and neither Talen Energy Corporation nor any other Talen Tax Affiliate shall have any right to payment or enforcement of any such claim unless and until the obligations under the senior facilities have been indefeasibly paid in full in cash. Any Tax Allocation Claim against New Harquahala will be deemed waived and get no distribution under the Plan. Additionally, in the First Lien Step-In Scenario, any Tax Allocations Claims against any MACH Gen Entity shall be deemed waived and discharged and shall get no distribution under the Plan. Talen Energy Corporation and Talen LC Provider have agreed to indemnify and reimburse the MACH Gen Entities, Beal Bank USA, Beal Bank, SSB, and CLMG Corp. for losses and liabilities incurred in connection with the Tax Allocation Claim.

[6] As set forth in Article III of the Plan, Intercompany Claims, except Intercompany Claims against New Harquahala, will be unimpaired and holders of such Claims will be deemed to accept the Plan, provided that, Intercompany Claims against New Harquahala will be impaired, receive no distribution, and will be deemed to reject the Plan. In the event of a First-Lien Step-In Scenario, Intercompany Claims may be reinstated, and thus unimpaired, or cancelled, and thus impaired and deemed to reject, in the sole discretion of the Plan Proponents.

[7] As set forth in Article III of the Plan, Interests in New MACH Gen, LLC will be unimpaired and holders of such Interests will be deemed to accept the Plan, provided that, solely in the event of a First Lien Step-In Scenario, such Interests will be impaired, the holders of such Interests will receive no distribution and will be deemed to reject the Plan.

[8] As set forth in Article III below, Interests in New Harquahala Generating Company, LLC will be impaired and the holders of such Interests will be deemed to reject the Plan, provided that, solely in the event of a First Lien Step-In Scenario, such Interests will be unimpaired and the holders of such Interests will be deemed to accept the Plan.

C. *Plan Solicitation*

As indicated above, MACH Gen intends to implement the Restructuring through the Chapter 11 Cases and confirmation of the Plan by the Bankruptcy Court. The solicitation is being conducted at this time in order to obtain sufficient votes accepting the Plan to permit the Plan to be confirmed by the Bankruptcy Court. **For further information and instructions on voting on the Plan, please refer to Section V herein entitled, "Voting Procedures and Requirements."**

1. Parties Entitled to Vote on Plan

Under the Bankruptcy Code, only holders of Claims or Interests that are "Impaired" under the Plan are entitled to vote to accept or reject the Plan. Holders of Claims or Interests that are not Impaired under the Plan (i.e., "Unimpaired") are, in accordance with section 1126(f) of the Bankruptcy Code, conclusively presumed to accept the Plan, and solicitation with respect to such holders is not required. Additionally, holders of Claims and Interests that will receive no recovery under the Plan are, in accordance with section 1126(g) of the Bankruptcy Code, conclusively deemed to reject the Plan.

Holders of Claims or Interests in Class 3A (First Lien Revolver Claims) and Class 3B (First Lien Term Loan Claims) are Impaired under the Plan and entitled to vote to accept or reject the Plan.

Holders of Claims or Interests in Class 1 (Priority Non-Tax Claims), Class 2 (Other Secured Claims), Class 4 (General Unsecured Claims), Class 5 (Intercompany Claims), and Class 6(a), 6(b), 6(c), 6(d), and 6(e) (Interests) are either Unimpaired or Impaired (and not entitled to any distribution under the Plan) and are therefore not entitled to vote to accept or reject the Plan. MACH Gen is therefore soliciting votes only from holders of Claims in Class 3A and Class 3B.

2. Voting Procedures, Ballots, and Voting Deadline

If you have received a ballot and are entitled to vote on the Plan, you should read the materials supplied to you in the Solicitation Package in their entirety, including the instructions set forth in the ballot(s). These documents contain important information concerning how Claims and Interests are classified for voting purposes and how votes will be tabulated. After carefully reviewing the Solicitation Package, please indicate your acceptance or rejection of the Plan on the ballot by voting for or against the Plan. MACH Gen will not count any executed ballot that (a) does not indicate either acceptance or rejection of the Plan, or (b) indicates both acceptance and rejection of the Plan.

For your vote to be counted, you must complete and sign your original ballot(s) and return it by overnight courier or hand-delivery or via the online voting platform maintained by the Voting Agent. Unless otherwise agreed by MACH Gen (in their sole discretion), copies of ballots or ballots submitted via electronic mail or facsimile will not be accepted or counted as votes. Each ballot has been coded to reflect the Class of the Claim(s) or Interest(s) it represents. Accordingly, in voting to accept or reject the Plan, you must use only the coded ballot(s) sent to you with this Disclosure Statement.

For your vote to be counted, your ballot(s) must be **actually received** by the Voting Agent (via overnight courier, hand delivery, or the online voting platform) no later than the Voting Deadline, which is 5:00 p.m., prevailing Eastern Time, on June 5, 2018. Any ballot received after the Voting Deadline will be counted only in the discretion of MACH Gen. Do not return any debt instruments with your ballot(s).

If you have any questions about the procedure for voting your Claim(s) or Interest(s), the packet of materials that you have received, or the amount of your Claim(s) or Interest(s), or if you wish to obtain, at your own expense, an additional copy of this Disclosure Statement and its exhibits, please contact the Voting Agent, by e-mail at newmachgenballots@primeclerk.com or by phone at 844-242-7491 (domestic / toll free) or 929-333-8974 (international / toll).

D. *Anticipated Restructuring Timetable*

In accordance with the Restructuring Support Agreement, MACH Gen anticipates commencing the Chapter 11 Cases (such commencement date, the "Petition Date") soon after the Voting Deadline and, as soon as practicable thereafter, seeking entry of an order of the Bankruptcy Court scheduling the Confirmation Hearing to consider, among other things, (1) the adequacy of this Disclosure Statement and solicitation of votes in connection therewith and (2) confirmation of the Plan (including the transfer of the equity of New Harquahala to the First Lien Lenders in accordance with the terms of the Plan, including the Harquahala Reorganization Annex). MACH Gen expects that notice of the Confirmation Hearing will be published in a nationally-circulated newspaper and will be mailed to all known holders of Claims and Interests at least twenty-eight (28) days before the date by which objections to confirmation must be filed with the Bankruptcy Court. **For additional information regarding the Confirmation Hearing, please refer to Section VI.A herein entitled, "Confirmation Hearing."**

Assuming the Bankruptcy Court approves MACH Gen's scheduling request, MACH Gen anticipates that the Confirmation Hearing will be held within approximately thirty (30) to forty-five (45) days after the Petition Date. MACH Gen does not currently anticipate any significant objections to confirmation of the Plan. However, if any such objections are raised, the expected timing for confirmation may be delayed. **For additional information regarding the anticipated Chapter 11 Cases, please refer to Section III herein entitled, "Anticipated Events During Chapter 11 Cases."**

MACH Gen also intends to file certain regulatory notices and applications concerning the Restructuring on or around the launch of this solicitation. MACH Gen is hopeful that all necessary regulatory approvals will be obtained within approximately ninety (90) days of their filing. To the extent the Plan has been confirmed by the time such regulatory approvals are received, MACH Gen currently intends to consummate the Plan as soon as practicable thereafter consistent with the milestones set forth in the Restructuring Support Agreement.

SECTION II.
HISTORICAL INFORMATION

A. *MACH Gen's Businesses and Operations*

MACH Gen owns and manages a portfolio of three natural gas-fired electric generating facilities located in the United States: (1) a 1,080 MW facility located in Athens, New York that achieved commercial operation on May 5, 2004 (the "Athens Facility"); (2) a 1,092 MW facility located in Maricopa County, Arizona, that achieved commercial operation on September 11, 2004 (the "Harquahala Facility"); and (3) a 360 MW facility, located in Charlton, Massachusetts, that achieved commercial operation on April 12, 2001 (the "Millennium Facility," and collectively with the Athens Facility and the Harquahala Facility, the "Facilities").

MACH Gen generates revenues through the sale of energy, capacity, and ancillary services from the Facilities through various arrangements, including into relevant power markets pursuant to energy management agreements (each, an "Energy Management Agreement") with reputable energy managers, currently its affiliate Talen Energy Marketing, LLC ("Talen Marketing") (for the Athens and Millennium Facilities) and EDF Energy Services, LLC (for the Harquahala Facility).[9] The Facilities dispatch electricity into three power markets, two of which are served by independent system operators ("ISOs"). Specifically, the Athens Facility dispatches power into the region managed by the New York ISO, the Harquahala Facility into the region served by the Western Electricity Coordinating Council, and the Millennium Facility into the region managed by ISO New England. Each of the Facilities utilizes advanced frame "501G" combustion turbine generating technology and equipment supplied by leading manufacturers.

B. *Selected Financial Information*

As of December 31, 2017, MACH Gen generated approximately $269 million of operating revenue for the prior 12-month period at a net loss of approximately $10 million. Its unaudited balance sheet reflected assets of approximately $503 million and liabilities of approximately $654 million as of March 31, 2018. Additional financial information regarding MACH Gen can be found in the audited consolidated financial statements for MACH Gen as of December 31, 2017 and 2016, attached hereto as Exhibit E (the "Consolidated Financial Statements").

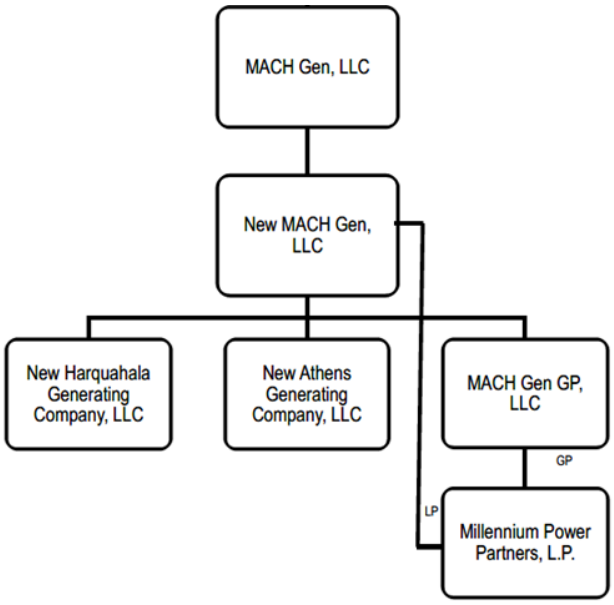
C. *Corporate History and Organizational Structure*

In November 2015, Talen Energy Supply, LLC ("Talen Energy") acquired MACH Gen, LLC ("Old MACH Gen") for approximately $1.175 billion (including assumption of

[9] The Energy Management Agreements with Talen Marketing terminated on February 20, 2018. However, Talen Marketing continues to provide services with respect to the Athens and Millennium Facilities on terms substantially similar to those set forth under the terminated Energy Management Agreements, generally pursuant to monthly extensions. Prior to the commencement of preparation for these Chapter 11 Cases, New Athens and Millennium Power were in discussions to enter into new Energy Management Agreements with a third party energy manager, following which Talen Marketing would no longer serve as energy manager. These discussions are expected to resume during or promptly after Chapter 11 Cases.

indebtedness). Old MACH Gen is the direct parent company of New MACH Gen, LLC ("New MACH Gen") and is not a debtor in the Chapter 11 Cases. New MACH Gen, in turn, is the direct or indirect parent company of the following project-owning entities: (1) New Athens Generating Company, LLC ("*New Athens*"), the current owner of the Athens Facility; (2) New Harquahala Generating Company, LLC ("*New Harquahala*"), the current owner of the Harquahala Facility; and (3) Millennium Power Partners, L.P. ("*Millennium Power*" and, together with New Athens and New Harquahala, the "*Project Companies*"), the current owner of the Millennium Facility. New Athens and New Harquahala are both wholly and directly owned by New MACH Gen. Millennium Power is also wholly owned by New MACH Gen, in part directly and in part indirectly through MACH Gen GP, LLC (a wholly and directly owned subsidiary of New MACH Gen) ("*MACH Gen GP*").

Set forth below is the prepetition corporate organizational structure of MACH Gen. Each entity depicted is anticipated to be a Debtor in the Chapter 11 Cases other than MACH Gen, LLC.



Prior to the acquisition by Talen Energy, New MACH Gen had been formed to own and operate the other MACH Gen Entities as a result of the court-approved prepackaged chapter 11 bankruptcy cases of MACH Gen, LLC and the MACH Gen Entities (other than New MACH Gen), Case No. 14-10461 (MFW) et seq. (the "Prior Chapter 11 Cases"). In the Prior Chapter 11 Cases, MACH Gen reduced its funded indebtedness from approximately $1.6 billion to approximately $1 billion while paying unsecured creditors in full and issuing 93.5% of new equity in reorganized MACH Gen to former holders of second lien debt and 6.5% of new equity in reorganized MACH Gen to existing equity holders. The restructuring of MACH Gen pursuant to the Prior Chapter 11 Cases became effective on April 28, 2014.

Each of the Project Companies, New MACH Gen LLC, and MACH Gen GP will file Chapter 11 Cases pursuant to the Restructuring.

D. *Management and Operations*

MACH Gen is party to various consulting, operations, maintenance, and other similar agreements, under which affiliates and third parties provide essential services and personnel to meet the business, commercial, and technical needs of MACH Gen and the Facilities. Among these agreements are the Energy Management Agreements, agreements for the supply of equipment and services, warranty contracts, and operations and maintenance agreements.

Under agreements with each Project Company, daily operations and maintenance of the Facilities is handled by third party contractors, and maintenance, parts, labor, and material for combustion turbine and generators planned and unplanned outages at the Facilities are provided by Siemens Energy, Inc. (f/k/a Siemens Power Generation, Inc.). In addition, under the Energy Management Agreements, the energy managers, on behalf of the applicable Project Company, solicit and enter into energy transactions, schedule, bid, and dispatch energy from the Facilities into distribution systems and coordinate with transmission providers. The energy managers assist MACH Gen in identifying commercial strategies to maximize the value of the Facilities' generation and gas transmission capacity and identifying, soliciting, and executing transactions beyond the day-ahead market. In an effort to procure fuel for the Facilities at the lowest cost possible, the energy managers deal with all market participants, for and on behalf of each Facility, from a credit standpoint and act as the applicable Project Company's counterparty in purchasing natural gas.

E. *Prepetition Indebtedness*

New MACH Gen has long-term material debt obligations consisting of outstanding loans and letters of credit issued under a first lien secured credit facility (the "First Lien Credit Facility") pursuant to that certain Amended and Restated First Lien Credit and Guaranty Agreement, dated as of June 4, 2018 (as may be amended, amended and restated, supplemented, modified, extended, renewed restated and/or replaced at any time prior to the Petition Date, the "A&R First Lien Credit Agreement"), among New MACH Gen, as borrower, each of MACH Gen GP, LLC, Millennium Power Partners, L.P., New Athens Generating Company, LLC and New Harquahala Generating Company, LLC, as guarantors, CLMG Corp., as First Lien Collateral Agent and Administrative Agent, Beal Bank USA, as a Revolving Credit Lender, the Initial Revolving Issuing Bank and a Term B Lender, and Beal Bank, SSB, as a Term B Lender (together with Beal Bank USA, the "First Lien Lenders").

The A&R First Lien Credit Agreement amended and restated that certain First Lien Credit and Guaranty Agreement dated as of April 28, 2014 (as amended, amended and restated, supplemented, modified, extended, renewed restated and/or replaced at any time prior to the effectiveness of the A&R First Lien Credit Agreement, the "First Lien Credit Agreement"), which was implemented in connection with New MACH Gen's emergence from the Prior Chapter 11 Cases and was outstanding when Talen Energy acquired New MACH Gen in November 2015.

In connection with the execution of the Restructuring Support Agreement, New MACH Gen (1) entered into the A&R First Lien Credit Agreement and (2) obtained an option to enter into an additional amendment to the A&R First Lien Credit Agreement to obtain a short-term $5

million emergency loan (the "Emergency Loan Amendment") from the First Lien Lenders prior to the commencement of the Chapter 11 Cases to provide emergency liquidity.

The A&R First Lien Credit Agreement provides, among other things, (a) a term loan facility in an aggregate principal amount of up to approximately $482 million, and (b) a $200 million working capital revolving credit facility, which was subsequently reduced to $160 million. The revolving credit facility also includes a $50 million sub-facility for the issuance of letters of credit. The term loan facility matures on July 10, 2022 and the revolving credit facility matures on July 10, 2021.

As security for the obligations arising under the A&R First Lien Credit Agreement, New MACH Gen granted first priority liens and security interests in substantially all of its assets and property, including the property of and the equity interests in MACH Gen GP, LLC, Millennium Power Partners, L.P., New Athens Generating Company, LLC and New Harquahala Generating Company, LLC.

The A&R First Lien Credit Agreement, among other things, (1) defers all required payments under the First Lien Credit Facility until the earliest of (a) the Effective Date, (b) the date falling one hundred eighty (180) days after any of New MACH Gen or the Guarantors (as defined in the A&R First Lien Credit Agreement) file for bankruptcy under chapter 11 of the Bankruptcy Code, (c) thirty (30) days after the entry of the DIP Interim Order (or such later date as the Required Lenders (as defined in the DIP Credit Agreement) may approve) if the DIP Final Order has not been entered prior to the expiration of such period, (d) the occurrence of a Termination Date (as defined in the DIP Interim Order and the DIP Final Order) pursuant to clause (ii) of the definition thereof and (e) the date of termination of the Restructuring Support Agreement, (2) adjusted the amount of interest accruing under the First Lien Credit Facility (including the principal amount deemed to be outstanding under the First Lien Credit Facility for purposes of calculating interest thereon) on and after September 30, 2017, and (3) assessed a fee, which fee is payable solely to the extent the Restructuring becomes effective and will be converted into the Term C loan facility under the New First Lien Facilities.

If New MACH Gen enters into the Emergency Loan Amendment, such amendment will provide New MACH Gen the ability to draw an incremental $5 million term loan (the "Emergency Loan") for the purposes of funding critical expenses prior to commencing the Chapter 11 Cases. As of the date hereof, New MACH Gen has not enter into the Emergency Loan Amendment or drawn the Emergency Loan.

Forms of the A&R First Lien Credit Agreement and the Emergency Loan Amendment are attached as Exhibit A to the Restructuring Support Agreement.

As discussed below, the First Lien Lenders have agreed to provide New MACH Gen with a senior secured superpriority debtor-in-possession term loan credit facility in an amount not to exceed $20 million (the "DIP Facility") in order to, subject to Bankruptcy Court approval, (1) fund general corporate purposes of New MACH Gen during the pendency of the Chapter 11 Cases, and (2) repay the Emergency Loan, if applicable. **For additional information regarding**

the debtor-in-possession credit facility, please refer to Section III.C herein entitled, "DIP Facility."

Under the A&R First Lien Credit Agreement, as of June 4, 2018, (a) First Lien Term Loan Claims of approximately $465 million in aggregate principal amount and approximately $23 million in accrued interest remain outstanding, (b) First Lien Revolver Claims of approximately $160 million in aggregate principal amount (including issued letters of credit) and approximately $6.4 million in accrued interest, fees, expenses and other amounts remain outstanding and (c) the Exit Fee (as defined therein) of approximately $49 million remains outstanding. As of June 4, 2018, the First Lien Revolving Credit Facility was fully drawn and no commitments remained unused.

F. *Circumstances Leading to Commencement of Chapter 11 Cases*

1. Industry and Company-Specific Events

As noted above, in November 2015, Talen Energy acquired Old MACH Gen, the parent company of New MACH Gen, for approximately $1.175 billion (including assumption of indebtedness). At the time of acquisition, the Project Companies appeared to be substantial optimization opportunities with compelling future projections. At acquisition closing, MACH Gen was party to the First Lien Credit Agreement with the First Lien Lenders. Specifically, MACH Gen had approximately $475 million outstanding under the secured term loan and approximately $103 million drawn against the $160 million revolving credit facility. Furthermore, MACH Gen had issued approximately $31 million in letters of credit. Despite the highly-leveraged nature of the business at acquisition, Talen Energy forecasted MACH Gen to generate $120 million of EBITDA and $30 million in free cash flow in 2016, the first full year following closing.

Unfortunately, and concurrent with industry-specific events that created a challenging operating environment adversely impacting MACH Gen and its competitors, the 2016 results significantly underperformed with a net loss of approximately $589.8 million. During 2016, the overall cash balance of MACH Gen grew by $80,000, which includes an advance from Talen Energy of $14.5 million. Talen Energy had planned to refinance MACH Gen's outstanding debt and also intended for the newly acquired Project Companies to bear administrative expenses, but was prevented from doing so when the Project Companies – New Athens in particular – encountered unforeseen obstacles. The financial model for New Athens assumed a low price for gas, specifically because the Constitution Pipeline proposed for Pennsylvania and New York was anticipated to enter service in 2016. The pipeline was ultimately delayed because New York State did not issue required water permits. Litigation stemming from non-issuance of permits has prevented the pipeline from being constructed, and is now not expected to enter service until at least 2019. Gas and transmission constraints at New Athens, which were not reflected in the acquisition model, also significantly impacted cash flow.

Furthermore, poor market conditions in the Desert Southwest proved difficult for New Harquahala, which continued to operate at an approximately $10 million per year cash loss. Following the closing of Talen Energy's acquisition of Old MACH Gen, it was also discovered that MACH Gen had unpaid long term service agreement costs that were not reflected in the

original acquisition forecast. Additionally, restrictions in the First Lien Credit Agreement prevented MACH Gen from hedging its expected margins, which resulted in underperformance when market conditions were impacted by external factors, such as weather.

When Talen Energy was taken private in 2016, a combination of new and existing managers was installed at both Talen Energy and New MACH Gen, as well as the Project Debtors and MACH Gen GP. Thereafter, management conducted a detailed review of all aspects of the businesses, identifying significant liquidity constraints for the businesses in 2017. This followed from 2016 underperformance in conjunction with very poor winter market conditions in Q1 of 2017. In recognition of the highly-leveraged nature of MACH Gen's balance sheet and current financial position, MACH Gen's management undertook discussions with the First Lien Lenders in March 2017, which resulted in the Fourth Amendment to the First Lien Credit Agreement, giving MACH Gen the ability to continue drawing on the revolver.

Despite additional funds from the revolver, the businesses continued to face challenges. New Athens showed lower than expected capacity margins due to lower prices in the New York ISO. Lower market prices led to energy margin underperformance at both New Athens and New Millennium in the summer of 2017. Likewise, a micro-burst storm in August 2017 significantly damaged the transmission line of the New Harquahala plant, which resulted in further market losses. Simultaneously, MACH Gen faced significant interest expenses due to the leveraged nature of its balance sheet, which, in combination with the underperforming plants, further impacted MACH Gen's available liquidity.

In attempts to address these issues, management took a number of actions, including efforts to significantly reduce overall future debt service obligations. In connection with this, MACH Gen entered into discussions with the First Lien Lenders in August 2017 regarding a potential restructuring of the First Lien Credit Facility.

2. Restructuring Support Agreement

MACH Gen and its advisors continued to engage extensively with the First Lien Lenders through the fall of 2017 and spring of 2018 in an attempt to consensually restructure the First Lien Credit Facility. After months of good faith and arm's-length negotiations, MACH Gen and the First Lien Lenders agreed in principal to the Restructuring, pursuant to which (1) MACH Gen would transfer New Harquahala to the First Lien Lenders in exchange for the First Lien Loan Reduction (subject to the terms and conditions of the Plan, including the Harquahala Reorganization Annex, and the New First Lien Facilities), (2) the remainder of the First Lien Credit Facility would be refinanced through the New First Lien Facilities, and (3) Talen Energy and its affiliates would provide additional new financing to MACH Gen on a second lien basis through the New Second Lien Facilities. The Restructuring will result in a significantly deleveraged balance sheet that will be aligned with MACH Gen's anticipated go-forward financial performance.

On June 4, 2018, each of MACH Gen and the Support Parties entered into the Restructuring Support Agreement, pursuant to which the Support Parties agreed, subject to the terms and conditions set forth therein, to support the Restructuring and vote to accept the Plan (to

the extent they are entitled to vote under the Plan). Specifically, the Support Parties agreed, as applicable and among other things, to:

- support and cooperate with the MACH Gen Entities to take all commercially reasonable actions necessary to consummate the Restructuring in accordance with the Plan and the terms and conditions of the Restructuring Support Agreement (without limiting consent and approval rights provided in the Restructuring Support Agreement);

- not withdraw, amend, or revoke (or cause to be withdrawn, amended, or revoked) its tender, consent, or vote with respect to the Plan;

- not object to, delay, impede, or take any other action to interfere, directly or indirectly, with the Restructuring, or propose, file, support, or vote for, directly or indirectly, any restructuring, workout, asset sale, or chapter 11 plan for any of the MACH Gen Entities other than the Restructuring and the Plan or the exercise of the First Lien Step-In Right;

- not take any action (or encourage or instruct any other party to take any action) in respect of any potential, actual, or alleged occurrence of any "Default" or "Event of Default" under (and as defined in) the Prepetition First Lien Documents that exists as of the date of the Restructuring Support Agreement and as further described and scheduled therein or that would be triggered as a result of the commencement or pendency of the Chapter 11 Cases or the undertaking of any MACH Gen Entity under the Restructuring Support Agreement to implement the Restructuring through the Chapter 11 Cases;

- support and not object to, delay, impede, or take any other action to interfere, directly or indirectly, with the entry by the Bankruptcy Court of the Interim Financing Order or the Final Financing Order, or propose, file or support, directly or indirectly, any use of cash collateral or debtor-in-possession financing other than as proposed in the Interim Financing Order and the Final Financing Order;

- not take any other action, including, without limitation, initiating or joining in any legal proceeding, that is materially inconsistent with its obligations under the Restructuring Support Agreement;

- use its commercially reasonable efforts to support any reasonable and necessary amendment, waiver, supplement or other modification of the Restructuring Support Agreement and the Definitive Documentation as may be requested by the Bankruptcy court that does not change any material or economic term of the Definitive Documentation;

- no later than five (5) calendar days after the Voting Deadline (such date, the "Siemens Rejection Notice Deadline"), the Consenting Lenders agreed to provide MACH Gen with a written notice (a "Siemens Rejection Notice") of the Consenting Lenders' intention to condition the occurrence of the Effective Date

and Consummation on the rejection of that certain (i) Amended and Restated Term Warranty Contract, by and between Siemens Power Generation, Inc. and New Harq, effective as of September 28, 2017, in respect of the Harquahala project; and/or (ii) SPPA-T3000 Life Cycle Maintenance Program Proposal, dated August 21, 2013, for Harquahala by Siemens Energy, Inc., and related Purchase Orders, dated August 29, 2013, in respect of the Harquahala project (the contracts described in the foregoing clauses (i) and (ii), together, the "Siemens Contracts"); provided that, in the event the Consenting Lenders do not provide MACH Gen with a Siemens Rejection Notice by the Siemens Rejection Notice Deadline, the Siemens Contracts shall then be assumed pursuant to the Plan and the Consenting Lenders shall have no further right to reject the Siemens Contracts or to condition the occurrence of the Effective Date and Consummation on the rejection of the Siemens Contracts (other than in the event of a Talen/Company Walkaway);

- if requested by the Company, the Consenting Lenders agreed to extend the Emergency Loan to the Company pursuant to the terms and conditions set forth in the Restructuring Support Agreement and the Emergency Loan Amendment; and

- upon the occurrence of a Talen/Company Walkaway, cooperate in good faith with the Consenting Lenders as reasonably necessary to allow the First Lien Lenders to exercise the First Lien Step-In Right and seek confirmation of the Plan, including by providing the Consenting Lenders prompt access to any documents, information, employees and physical access to any facility or property in connection therewith.

Pursuant to the Restructuring Support Agreement, MACH Gen agreed, among other things, to:

- support and complete the Restructuring and all transactions set forth in the Plan and the Restructuring Support Agreement;

- negotiate and complete in good faith all definitive documentation contemplated by the Restructuring Support Agreement and take any and all necessary and appropriate actions in furtherance of the Plan and the Restructuring Support Agreement;

- make commercially reasonable efforts to obtain any and all required regulatory and/or third-party approvals for the Restructuring;

- not undertake any action materially inconsistent with the adoption and implementation of the plan and the speedy confirmation thereof;

- use commercially reasonable efforts to support any reasonable and necessary amendment, waiver, supplement or other modification of the Restructuring Support Agreement and the definitive documentation contemplated thereunder, as may be requested by the Bankruptcy Court that does not change any material or economic term of the definitive documentation contemplated thereunder; and

- complete the Restructuring and all transactions set forth in accordance with each of the following milestones, among others:

  - no later than ten (10) calendar days following the RSA Effective Date, the MACH Gen Entities shall file an application for the FERC Order;

  - on the RSA Effective Date, the MACH Gen Entities shall commence solicitation on the Plan by mailing the Solicitation Materials (which may be by e-mail) to the parties eligible to vote on the Plan (such mailing date, the "Solicitation Commencement Date");

  - no later than one (1) Business Day after the Solicitation Commencement Date, parties eligible to vote on the plan must vote to accept or reject the Plan;

  - if at least 66-2/3% in amount and more than half in number of claims that constitute Prepetition First Lien Obligations that have accepted or rejected the Plan vote to accept the Plan, the MACH Gen Entities shall commence the Chapter 11 Cases by filing bankruptcy petitions with the Bankruptcy Court by the date falling six (6) calendar days after the Voting Deadline (the date the Chapter 11 Cases are commenced, the "Petition Date"); provided, however, that if the Company elects to enter into the Emergency Loan Amendment and borrow the Emergency Loan, the MACH Gen Entities shall instead file the Chapter 11 Cases by the tenth (10th) Business Day following the funding of such Emergency Loan (but only if such date occurs prior to the Petition Date otherwise contemplated in Section 6(d) of the Restructuring Support Agreement), unless the Emergency Loan is repaid in full and in cash prior to such date;

  - on the Petition Date or within one (1) calendar day thereof, the MACH Gen Entities shall file with the Bankruptcy Court: (i) the Plan; (ii) the Disclosure Statement; (iii) a motion seeking entry of the Interim Financing Order and the Final Financing Order; (iv) the Assumption Motion; and (v) motions seeking (A) approval of the Disclosure Statement, (b) confirmation of the Plan, and (C) the scheduling of a hearing to consider confirmation of the Plan (the "Confirmation Hearing");

  - no later than four (4) Business Days after the Petition Date, (i) the Bankruptcy Court shall have entered the Interim Financing Order in a form reasonably acceptable to the Required Lenders and (ii) the MACH Gen Entities shall have filed a motion seeking to approve an order setting the deadline for all persons or entities, other than governmental units, to file proofs of claim in the Chapter 11 Cases against the MACH Gen Entities arising prior to the Petition Date (the "General Claims Bar Date"), in a form reasonably acceptable to the Required Lenders;

- no later than thirty (30) calendar days after the Petition Date, the Bankruptcy Court shall have entered (1) the Final Financing Order, in a form reasonably acceptable to the Required Lenders, and (2) the Assumption Order;

- no later than thirty (30) calendar days after the Petition Date, the Bankruptcy Court shall have entered a final order authorizing the MACH Gen Entities' cash management system on the terms set forth in the Security Deposit Agreement[10] (as adjusted pursuant to the Prepetition Amendment) and otherwise acceptable to the Required Lenders;

- no later than five (5) Business Days prior to the Confirmation Hearing, each of Talen Lender and Talen LC Provider shall have irrevocably confirmed in writing that it will, immediately prior to, or substantially concurrent with, the occurrence of the Consummation Date (including the satisfaction or waiver in accordance with the Plan of all other conditions thereto*),* as applicable (i) satisfy the Talen Funding Obligation in its entirety, and (ii) cause to be issued to the Consenting Lenders each of the backstop letters of credit set forth on that certain Schedule A to the New LC Support Agreement (the "Backstop LC Schedule"), in each case issued in the form attached to the New LC Support Agreement and by a bank listed on Schedule 1 to the New LC Support Agreement or otherwise acceptable to the Consenting Lenders in their sole discretion, and otherwise in accordance with the terms of the New LC Support Agreement and in the amounts set forth on the Backstop LC Schedule;

- no later than sixty (60) calendar days after the Petition Date, the Bankruptcy Court shall have entered an order approving the Disclosure Statement and confirming the Plan in a form reasonably acceptable to the Consenting Lenders (the "Confirmation Order");

- by the later to occur of (i) the date falling fourteen (14) calendar days from the date the Bankruptcy Court enters the Confirmation Order, (ii) the fifteenth (15) calendar day immediately following the date on which the MACH Gen Entities receive all necessary regulatory and other approvals to consummate the Restructuring (including, among other things, the FERC Order and requisite approvals from the Federal Communications Commission with respect to change in control over wireless radio licenses) or (iii) the twentieth (20) calendar day immediately following the General Claims Bar Date (as determined by the Bankruptcy Court) the MACH Gen Entities shall have consummated the transactions contemplated by the Plan in accordance with all terms and conditions thereunder (the date of

[10] The "Security Deposit Agreement" is that certain Security Deposit Agreement (as previously amended, amended and restated or otherwise modified from time to time), dated as of April 28, 2014, by and among New MACH Gen, LLC, as borrower, the Guarantors from time to time party thereto, CLMG Corp., as first lien collateral agent, and Citibank, N.A., as depositary.

such consummation, the "Consummation Date") it being understood that the MACH Gen Entities' entry (as reorganized entities under the Plan) into the New First Lien Credit Agreement and the satisfaction of the conditions precedent to the Effective Date (as defined in the New First Lien Credit Agreement) shall be conditions precedent to the occurrence of the Consummation Date.

The Restructuring Support Agreement also provides that in the event the Talen Lender, the Talen LC Provider and/or the MACH Gen Entities at any time disclaim their intent, or fail, to diligently pursue the Restructuring, including confirmation of the Plan, in accordance with the terms of the Restructuring Support Agreement (a "Talen/Company Walkaway"), the Consenting Lenders shall have the right, upon notice to the other Parties, to make any modifications to and independently prosecute confirmation of the Plan (the "First Lien Step-In Right"), subject to the terms of the Restructuring Support Agreement.

In addition to certain specified termination events that would, upon occurrence, permit MACH Gen or one or more of the Support Parties to terminate their own respective obligations under the Restructuring Support Agreement, the Restructuring Support Agreement will automatically terminate upon the earlier to occur of: (i) the occurrence of the Consummation Date; and (ii) 180 calendar days after the Petition Date.

On June 4, 2018, the Restructuring Support Agreement became effective, having been executed by (a) each MACH Gen Entity, (b) Consenting First Lien Holders representing at least two-thirds in principal amount of all First Lien Revolver Claims and at least two-thirds in principal amount of all First Lien Term Loan Claims and more than one-half in number of all holders of all First Lien Revolver Claims and more than one-half in number of all holders of First Lien Term Loan Claims, and (c) Consenting Equity Holders representing at least 75% in amount of all issued and outstanding Interests in New MACH Gen, LLC.

A copy of the Restructuring Support Agreement is attached hereto as Exhibit B.

SECTION III.
ANTICIPATED EVENTS DURING CHAPTER 11 CASES

A. *Overview of Chapter 11*

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. Under chapter 11, a debtor is authorized to reorganize its business for the benefit of its creditors and estates. In addition to permitting the rehabilitation of a debtor, another goal of chapter 11 is to promote the equality of treatment of similarly-situated creditors and equity interest holders with respect to the distribution of a debtor's assets. In furtherance of these two goals, section 362 of the Bankruptcy Code generally provides for, upon the filing of a petition for relief under chapter 11, an automatic stay of substantially all acts and proceedings against a debtor and its property, including all attempts to collect claims or enforce liens that arose prior to the commencement of the debtor's chapter 11 case.

The commencement of a case under chapter 11 creates an estate comprising all of the debtor's legal and equitable interests as of the petition date. The Bankruptcy Code provides that

the debtor may continue to operate its business and remain in possession of its property as a "debtor-in-possession."

The consummation of a plan is the principal objective of a chapter 11 case. A chapter 11 plan sets forth the means for satisfying claims against and interests in the debtor. Confirmation of a plan by the bankruptcy court makes the plan binding, subject to the occurrence of an effective date, upon the debtor, any issuer of securities under the plan, any person acquiring property under the plan, and any creditor or equity interest holder of a debtor. Subject to certain limited exceptions, the order approving confirmation of a plan discharges a debtor from any debt that arose prior to the date of confirmation of the plan and substitutes the obligations specified under the confirmed plan.

The Bankruptcy Code expressly authorizes a debtor to solicit votes for the acceptance of a plan prior to the filing by the debtor of a chapter 11 case. Certain holders of claims against, or interests in, a debtor are permitted to vote to accept or reject the plan. Prior to soliciting acceptances of the proposed plan, sections 1125(a) and 1126(b) of the Bankruptcy Code require a plan proponent to prepare and distribute a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment whether to accept or reject the plan.

Because no chapter 11 cases have yet been commenced, this Disclosure Statement has not yet been approved by any bankruptcy court with respect to whether it contains adequate information within the meaning of section 1125(a) of the Bankruptcy Code. If the Chapter 11 Cases are subsequently commenced as currently contemplated, MACH Gen expects to promptly seek entry of an order of the Bankruptcy Court approving this Disclosure Statement pursuant to section 1125 of the Bankruptcy Code and determining that the solicitation of votes on the Plan by means of this Disclosure Statement was in compliance with section 1125(a) of the Bankruptcy Code.

B. *First-Day Relief*

Upon commencement of the Chapter 11 Cases, MACH Gen expects to seek entry of an order authorizing procedural consolidation and joint administration of the Chapter 11 Cases. Joint administration will provide significant administrative convenience without harming the rights of any party in interest.

MACH Gen intends to continue to operate its businesses throughout the Chapter 11 Cases in the ordinary course, as it had prior to the commencement thereof, and expects to seek certain "first-day" relief from the Bankruptcy Court for authority to do so. The following are descriptions of the "first-day" motions that MACH Gen currently expects to file upon commencement of the Chapter 11 Cases. As a result of further consideration, however, MACH Gen may, subject to its obligations under the Restructuring Support Agreement, determine to file other motions or omit certain motions. The following list should therefore not be considered final or exhaustive.

Motion for Entry of Order Authorizing MACH Gen's Continued Use of Its Existing Cash Management Systems

MACH Gen expects to seek entry of an order authorizing it, subject to the requirements of the DIP Orders, to continue using its existing cash management system, bank accounts, business forms, and to continue conducting intercompany transactions in the ordinary course. Absent the Bankruptcy Court's authorization of the continued use of its prepetition cash management system, MACH Gen would face unnecessary difficulty in managing its cash flow and operations during the course of the Chapter 11 Cases, potentially to the detriment of its estates.

Motion for Entry of Order Authorizing Ordinary Course Payment of Prepetition Claims of General Unsecured Creditors

In the ordinary course of its businesses, MACH Gen relies on a range of materials, equipment, and services from a limited number of vendors and contractors. Although MACH Gen expects to pay all such obligations in full pursuant to the Plan, some of its vendors and contractors may nonetheless seek to terminate their relationship with MACH Gen or alter payment terms, to the detriment of MACH Gen's estates, in the event that MACH Gen fails to timely honor outstanding obligations as they become due. To avoid the potentially detrimental effects of any such party's efforts to terminate its relationship with MACH Gen and to ensure uninterrupted operations and a seamless transition through the Chapter 11 Cases, MACH Gen expects to seek entry of an order authorizing it to pay, in the ordinary course of business, the allowed, fixed, liquidated, noncontingent, and undisputed prepetition claims of holders of unsecured claims.

Motion for Entry of Order Authorizing Payment of Taxes and Regulatory Expenses in Ordinary Course of Business

Although MACH Gen expects to pay all taxes and regulatory obligations in full pursuant to the Plan, in order to minimize the potential disruption to its businesses during the Chapter 11 Cases, MACH Gen expects to seek entry of an order authorizing it to pay prepetition sales taxes, use taxes, and property taxes, regardless of when incurred, to the appropriate taxing, licensing, and other governmental authorities and to continue to honor related obligations (including the posting of additional collateral, if necessary) in the ordinary course of MACH Gen's businesses and consistent with its past practices.

Motion for Entry of Order Authorizing Payment and Adequate Assurance to Utilities and Prohibit Alterations or Discontinuance of Utility Services to MACH Gen

MACH Gen obtains electricity, natural gas, water, telephone, and other services from several utility companies or their brokers, which are essential to the everyday operations of the Facilities. MACH Gen expects to seek entry of an order (i) approving, as adequate assurance of payment for the utility companies, a cash deposit equal to approximately half of MACH Gen's average aggregate monthly cost for utility services, (ii) authorizing MACH Gen to continue to pay the prepetition and postpetition claims of the utility companies as they become due in the

ordinary course of business, and (iii) prohibiting utility companies from altering, refusing, or discontinuing services to MACH Gen.

Motion for Entry of Order Authorizing MACH Gen to Maintain and Honor Insurance Policies in Ordinary Course of Business

MACH Gen maintains various insurance policies, essential to its ability to conduct its operations and to preserve the value of its business, properties, and assets. Maintenance of insurance is also required under the laws of the various states in which MACH Gen operates and pursuant to the terms of material agreements to which the MACH Gen Entities are parties. Accordingly, MACH Gen expects to seek entry of an order authorizing it to continue to honor obligations under and related to its insurance policies, and to renew, replace, extend, supplement, modify, or obtain its insurance coverage.

C. *DIP Facility*

In connection with the Restructuring Support Agreement, and after arms-length negotiations with MACH Gen and the Consenting Equity Holders, the Consenting First Lien Holders agreed to provide a the DIP Facility in an aggregate principal amount not to exceed $20 million, which will be provided on substantially the same economic terms as those contained in the First Lien Credit Agreement (as amended by the Prepetition Amendment), except that it will contain such terms and conditions as are customary for a debtor-in-possession financing facility. New MACH Gen will be the borrower under the DIP Facility, which will be guaranteed by each of the other MACH Gen Entities. Subject to approval by the Bankruptcy Court, the proceeds of the DIP Facility will be used, among other things, for general corporate purposes during the pendency of the Chapter 11 Cases, in accordance with the terms of the DIP Orders and a debtor-in-possession credit and guaranty agreement (the "DIP Credit Agreement") and subject to a budget.

Moreover, as the DIP Facility has been agreed in connection with the Restructuring, a failure to meet certain milestones under the Restructuring Support Agreement, among other things, could trigger an event of default and the payment of default interest as specified under the terms of the DIP Facility. Consistent with the terms of the Restructuring Support Agreement, MACH Gen expects to file a motion on the Petition Date seeking entry of two orders, in the forms attached as Exhibits E and F to the Restructuring Support Agreement (collectively, the "DIP Orders"), approving, on an interim basis and a final basis, respectively, (i) MACH Gen's entry into the DIP Facility and (ii) MACH Gen's use of the cash collateral of the First Lien Lenders during the pendency of the Chapter 11 Cases. In addition, MACH Gen will seek approval of certain superpriority liens and claims to be granted to the DIP Agent pursuant to the DIP Orders, as well as certain adequate protection liens and claims for the benefit of the First Lien Lenders, whose prepetition liens will be "primed" by those granted to the DIP Agent in connection with the DIP Facility. The motion will also seek the scheduling of a hearing to consider approval of the DIP Facility on a final basis.

Additional information regarding the DIP Facility may be found in the forms of DIP Orders attached as Exhibits E and F to the Restructuring Support Agreement.

D. *The Harquahala Reorganization*

A key component of the Restructuring is the sale by New MACH Gen of New Harquahala to the First Lien Lenders pursuant to the Plan. Specifically, MACH Gen and its advisors engaged in extensive good faith and arm's-length negotiations with the First Lien Lenders in order to achieve a global restructuring of MACH Gen's prepetition indebtedness, resulting in, among other things, the First Lien Loan Reduction (subject to the terms and conditions of the Plan, including the Harquahala Reorganization Annex, and the New First Lien Term Loans) in exchange for the sale of New Harquahala to the First Lien Lenders and the agreement by the First Lien Lenders to extend credit on a post-petition basis as set forth in the New First Lien Facilities. MACH Gen will seek the Bankruptcy Court's approval of the Harquahala Reorganization in connection with confirmation of the Plan.

E. *Confirmation of the Plan and Assumption of the Restructuring Support Agreement*

MACH Gen expects to file, on the Petition Date, a motion for entry of an order scheduling a combined hearing on the adequacy of this Disclosure Statement, approval of the prepetition solicitation procedures and related notices and objection deadlines, as well as confirmation of the Plan.

Additionally, on the Petition Date, MACH Gen expects to file a motion to assume the Restructuring Support Agreement pursuant to section 365 of the Bankruptcy Code.

For additional information regarding the confirmation process and requirements, please refer to the discussion in Section VI herein entitled, "Confirmation of Plan."

SECTION IV.
JOINT PREPACKAGED CHAPTER 11 PLAN

A. *Summary of Plan*

1. Administrative Expenses and Other Unclassified Claims

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expenses, DIP Claims, and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III of the Plan.

a. General Administrative Expenses

Each holder of an Allowed General Administrative Expense, to the extent such Allowed General Administrative Expense has not already been paid during the Chapter 11 Cases and without any further action by such holder, shall receive, in full satisfaction of its General Administrative Expense, Cash equal to the Allowed amount of such General Administrative Expense on the Effective Date (or, if payment is not then due, then in MACH Gen's ordinary course of business), unless otherwise agreed by (i) the holder of such General Administrative Expense, and (ii) MACH Gen or, solely in the case of a First Lien Step-In Scenario, the Consenting Lenders; provided, that in the event that any such agreement under Article II.A of the Plan with respect to the treatment of an Allowed General Administrative Expense would not be

in accordance with the Approved Budget (as defined in the DIP Credit Agreement or the New First Lien Credit Agreement, as applicable), then such treatment shall only be allowed if MACH Gen has provided written assurances to the Consenting Lenders that are satisfactory, in the Consenting Lenders' sole discretion, to establish that the amount and validity of the relevant Allowed General Administrative Expense is correct in accordance with applicable law.

b. Professional Fees

(i) Final Fee Applications

All final requests for payment of Professional Fees incurred prior to the Effective Date must be filed with the Bankruptcy Court and served on Reorganized MACH Gen no later than forty-five (45) days after the Effective Date, unless Reorganized MACH Gen, agrees otherwise in writing. Objections to Professional Fees must be filed with the Bankruptcy Court and served on Reorganized MACH Gen and the applicable Professional no later than seventy-five (75) days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and any prior orders of the Bankruptcy Court in the Chapter 11 Cases, the Allowed amounts of such Professional Fees shall be determined by the Bankruptcy Court.

For the avoidance of doubt, the immediately preceding paragraph shall not affect any professional-service Entity that is permitted to receive, and MACH Gen is permitted to pay without seeking further authority from the Bankruptcy Court, compensation for services and reimbursement of expenses in the ordinary course of MACH Gen's businesses (and in accordance with any relevant prior order of the Bankruptcy Court), which payments may continue notwithstanding the occurrence of Confirmation.

(ii) Post-Effective Date Fees and Expenses

On the Effective Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and Reorganized MACH Gen and Reorganized New Harquahala may employ and pay any Professional in the ordinary course of business without any further notice to or action, order or approval of the Bankruptcy Court.

c. DIP Claims

The DIP Claims shall be Allowed in the aggregate principal amount of $20,000,000 (or such lesser amount actually drawn under the DIP Facility), plus any interest, fees, expenses, and other amounts due and owing pursuant to the DIP Credit Agreement and the DIP Orders as of the Effective Date. Pursuant to the terms of the DIP Facility, each holder of an Allowed DIP Claim shall, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, its Allowed DIP Claim, receive payment in full in Cash on the Effective Date, provided, that in the event of the First Lien Step-In Scenario, the Allowed DIP Claims will be deemed satisfied by the receipt by each holder of an Allowed DIP Claim of a distribution of its Pro Rata share relative to all Allowed DIP Claims, Class 3A Claims, and Class 3B Claims (or such other allocation as may be determined by the First Lien Lenders and DIP Lenders in their sole discretion) of 100% of the Interests in Reorganized MACH Gen. Pursuant to the Restructuring Support Agreement, each

holder of an Allowed DIP Claim shall be deemed to have consented to receive such proposed treatment for its DIP Claim that is different from the treatment set forth in the Bankruptcy Code, on the terms set forth in the Restructuring Support Agreement.

d. Priority Tax Claims

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Priority Tax Claim, each holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code. In the event an Allowed Priority Tax Claim also is secured, such Claim shall, to the extent it is Allowed, be treated as an Other Secured Claim if such Claim is not otherwise paid or satisfied in full.

2. Classification and Treatment of Claims and Interests

a. Classification of Claims and Interests

Claims and Interests, except for Administrative Expenses, DIP Claims, and Priority Tax Claims, are classified in the Classes set forth in Article III of the Plan. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest also is classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim is an Allowed Claim or Allowed Interest, as applicable, in that Class. To the extent a specified Class does not include any Allowed Claims or Allowed Interests, as applicable, then such Class shall be deemed not to exist.

The Plan constitutes a separate chapter 11 plan of reorganization for each MACH Gen Entity. Pursuant to section 1122, the classification of Claims and Interests is as follows:

Class	**Claims or Interests**	**Status**	**Voting Rights**
1	Priority Non-Tax Claims	Unimpaired	Deemed to accept
2	Other Secured Claims	Unimpaired	Deemed to accept
3A	First Lien Revolver Claims	Impaired	Entitled to vote
3B	First Lien Term Loan Claims	Impaired	Entitled to vote
4	General Unsecured Claims	Unimpaired	Deemed to accept
5	Intercompany Claims[11]	Unimpaired or Impaired	Deemed to accept or deemed to reject
6(a)	Interests in New MACH Gen, LLC[12]	Unimpaired or	Deemed to accept or

[11] As set forth in Article III of the Plan, Intercompany Claims will be unimpaired and holders of such Claims will be deemed to accept the Plan, provided that, solely in the event of a First Lien Step-In Scenario, such Claims will be impaired, the holders of such Claims will receive no distribution and will be deemed to reject the Plan.

[12] As set forth in Article III of the Plan, Interests in New MACH Gen, LLC will be unimpaired and holders of such Interests will be deemed to accept the Plan, provided that, solely in the event of a First Lien Step-In

(cont'd)

Class	**Claims or Interests**	**Status**	**Voting Rights**
		Impaired	deemed to reject
6(b)	Interests in MACH Gen GP, LLC	Unimpaired	Deemed to accept
6(c)	Interests in Millennium Power Partners, L.P.	Unimpaired	Deemed to accept
6(d)	Interests in New Athens Generating Company, LLC	Unimpaired	Deemed to accept
6(e)	Interests in New Harquahala Generating Company, LLC[13]	Unimpaired or Impaired	Deemed to accept or deemed to reject

b. Treatment of Claims and Interests

(i) Class 1 – Priority Non-Tax Claims

Classification: Class 1 consists of all Priority Non-Tax Claims against MACH Gen, separately classified by MACH Gen Entity, namely New MACH Gen, LLC (Class 1(a)), MACH Gen GP (Class 1(b)), Millennium Power (Class 1(c)), New Athens (Class 1(d)), and New Harquahala (Class 1(e)).

Treatment: Except to the extent previously paid during the Chapter 11 Cases or such holder agrees to less favorable treatment, each holder of an Allowed Class 1 Claim shall (i) receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each such Claim, payment equal to the Allowed amount of such Claim, in Cash, on the later of the Effective Date and the date such Claim becomes due and payable in the ordinary course of business or (ii) be otherwise rendered Unimpaired.

Voting: Class 1 is Unimpaired under the Plan. Holders of Class 1 Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

(ii) Class 2 – Other Secured Claims

Classification: Class 2 consists of all Other Secured Claims against MACH Gen, separately classified by MACH Gen Entity, namely New MACH Gen, LLC (Class 2(a)), MACH Gen GP (Class 2(b)), Millennium Power (Class 2(c)), New Athens (Class 2(d)), and New Harquahala (Class 2(e)).

Treatment: Except to the extent such holder agrees to less favorable treatment, each holder of an Allowed Class 2 Claim shall (i) have its Claim be reinstated or receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each such Claim,

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Scenario, such Interests will be impaired, the holders of such Interests will receive no distribution and will be deemed to reject the Plan.

[13] As set forth in Article III of the Plan, Interests in New Harquahala Generating Company, LLC will be impaired and the holders of such Interests will be deemed to reject the Plan, provided that, solely in the event of a First Lien Step-In Scenario, such Interests will be unimpaired and the holders of such Interests will be deemed to accept the Plan.

payment equal to the Allowed amount of such Claim, in Cash, on the Effective Date or (ii) be otherwise rendered Unimpaired.

Voting: Class 2 is Unimpaired under the Plan. Holders of Class 2 Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

(iii) Class 3A – First Lien Revolver Claims

Classification: Class 3A consists of all First Lien Revolver Claims against MACH Gen, separately classified by MACH Gen Entity, namely New MACH Gen, LLC (Class 3A(i)), MACH Gen GP (Class 3A(ii)), Millennium Power (Class 3A(iii)), New Athens (Class 3A(iv)), and New Harquahala (Class 3A(v)).

Allowance: Class 3A Claims shall be deemed Allowed in the aggregate principal amount of $132,953,263.52, plus any interest, fees, expenses, and other amounts due and owing in respect of the First Lien Revolver Claims pursuant to the First Lien Credit Agreement as of the Effective Date.

Treatment: Each holder of an Allowed Class 3A Claim (or such holder's designee, in the case of the Interests in Reorganized New Harquahala) shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each such Claim, either: (i) if the First Lien Step-In Scenario does not occur, its Pro Rata share relative to all Allowed Class 3A Claims and Class 3B Claims (or such other allocation as may be determined by the First Lien Lenders in their sole discretion) of (A) Cash equal to the Amendment Fee and Deferred Charges Amount, (B) the New First Lien Term Loans, (C) the New First Lien Revolver, and (D) in exchange for the First Lien Loan Reduction (subject to the terms and conditions of the Harquahala Reorganization Annex and the New First Lien Term Loans), 100% of the Interests in Reorganized New Harquahala; or (ii) in the event of a First Lien Step-In Scenario, its Pro Rata share relative to all Allowed DIP Claims, Class 3A Claims, and Class 3B Claims (or such other allocation as may be determined by the First Lien Lenders and DIP Lenders in their sole discretion) of 100% of the Interests in Reorganized MACH Gen.

Voting: Class 3A is Impaired under the Plan. Therefore, holders of Class 3A Claims are entitled to vote to accept or reject the Plan.

(iv) Class 3B – First Lien Term Loan Claims

Classification: Class 3B consists of all First Lien Term Loan Claims against MACH Gen, separately classified by MACH Gen Entity, namely New MACH Gen, LLC (Class 3B(i)), MACH Gen GP (Class 3B(ii)), Millennium Power (Class 3B(iii)), New Athens (Class 3B(iv)), and New Harquahala (Class 3B(v)).

Allowance: Class 3B Claims shall be deemed Allowed in the aggregate principal amount of $465,114,835.06, plus any interest, fees, expenses, and other amounts due and owing in respect of the First Lien Term Loan Claims pursuant to the First Lien Credit Agreement as of the Effective Date.

Treatment: Each holder of an Allowed Class 3B Claim (or such holder's designee, in the case of the Interests in Reorganized New Harquahala) shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each such Claim, either: (i) if the First Lien Step-In Scenario does not occur, its Pro Rata share relative to all Allowed Class 3A Claims and Class 3B Claims (or such other allocation as may be determined by the First Lien Lenders in their sole discretion) of (A) Cash equal to the Amendment Fee and Deferred Charges Amount, (B) the New First Lien Term Loans, (C) the New First Lien Revolver, and (D) in exchange for the First Lien Loan Reduction (subject to the terms and conditions of the Harquahala Reorganization Annex and the New First Lien Term Loans), 100% of the Interests in Reorganized New Harquahala; or (ii) in the event of a First Lien Step-In Scenario, its Pro Rata share relative to all Allowed DIP Claims, Class 3A Claims, and Class 3B Claims (or such other allocation as may be determined by the First Lien Lenders and the DIP Lenders in their sole discretion) of 100% of the Interests in Reorganized MACH Gen.

Voting: Class 3B is Impaired under the Plan. Therefore, holders of Class 3B Claims are entitled to vote to accept or reject the Plan.

(v) Class 4 – General Unsecured Claims

Classification: Class 4 consists of all General Unsecured Claims against MACH Gen, separately classified by MACH Gen Entity, namely MACH Gen, LLC (Class 4(a)), MACH Gen GP (Class 4(b)), Millennium Power (Class 4(c)), New Athens (Class 4(d)), and New Harquahala (Class 4(e)).

Treatment: Except to the extent previously paid during the Chapter 11 Cases or such holder agrees to less favorable treatment, each holder of an Allowed Class 4 Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each such Claim, (i) payment equal to the Allowed amount of such Claim, in Cash, as and when such Claim becomes due and payable in the ordinary course of MACH Gen's business (plus any interest accrued after the Petition Date with respect to such Claim as may be required by law to render such Claim Unimpaired, as determined by the Plan Proponents) or (ii) such other treatment agreed upon by the Plan Proponents that renders such holder Unimpaired; provided that, as agreed pursuant to the Restructuring Support Agreement, (x) any Tax Allocation Claims against New Harquahala shall be deemed waived and discharged and shall get no distribution under the Plan, and (y) any Tax Allocation Claims against any MACH Gen Entity (other than New Harquahala) shall be reinstated against Reorganized MACH Gen and shall be junior, subordinated, and silent in respect of, and otherwise subject to the liens securing, among other things, the liabilities and obligations under the DIP Credit Agreement and the DIP Orders, the First Lien Credit Agreement, the New First Lien Facilities and the New Second Lien Facility, and neither Talen LC Provider or any affiliate thereof shall have any right to payment or enforcement of such Claim unless and until all liabilities and obligations under the DIP Credit Agreement and the DIP Orders, the First Lien Credit Agreement, and the New First Lien Facilities have been indefeasibly paid in full in cash, provided further that, in the event of a First Lien Step-In Scenario, any Tax Allocation Claims against any MACH Gen Entity shall be deemed waived and discharged and shall get no distribution under the Plan.

Voting: Class 4 is Unimpaired under the Plan. Holders of Class 4 Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

(vi) Class 5 – Intercompany Claims

Classification: Class 5 consists of all Intercompany Claims against MACH Gen, separately classified by MACH Gen Entity, namely New MACH Gen, LLC (Class 5(a)), MACH Gen GP (Class 5(b)), Millennium Power (Class 5(c)), New Athens (Class 5(d)), and New Harquahala (Class 5(e)).

Treatment: All Class 5 Claims shall be (i) if the First Lien Step-In Scenario does not occur, either reinstated or cancelled in the sole discretion of the Plan Proponents, except that all Class 5 Claims related to New Harquahala shall be cancelled or (ii) in the event of a First Lien Step-In Scenario, either reinstated or cancelled, in the sole discretion of the Plan Proponents. In either case, any Class 5 Claim that is reinstated shall continue to be expressly subordinated to the New First Lien Facility.

Voting: To the extent reinstated, such Class 5 Claims are Unimpaired under the Plan and the holders of such Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan. To the extent cancelled, as provided above, such Class 5 Claims are Impaired and the holders of such Claims are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

(vii) Class 6 – Interests

Classification: Class 6 consist of all Interests in MACH Gen, separately classified by MACH Gen Entity, namely New MACH Gen, LLC (Class 6(a)), MACH Gen GP (Class 6(b)), Millennium Power (Class 6(c)), New Athens (Class 6(d)), and New Harquahala (Class 6(e)).

Treatment: Each holder of an Allowed Interest in Class 6 shall either (i) if the First Lien Step-In Scenario does not occur, have its Interest reinstated, except that all Interests in New Harquahala shall be cancelled and 100% of the Interests in Reorganized New Harquahala shall be distributed to holders of Class 3B Claims in exchange for their Pro Rata share of the First Lien Loan Reduction (subject to the terms and conditions of the Plan, including the Harquahala Reorganization Annex, and the New First Lien Term Loans); or (ii) in the event of a First Lien Step-In Scenario, (A) 100% of the Interests in New MACH Gen, LLC shall be cancelled and 100% of the Interests in Reorganized MACH Gen shall be issued Pro Rata to the holders of Class 3A and 3B Claims and to the holders of DIP Claims in full satisfaction of their respective Claims and (B) Interests of MACH Gen GP, Millennium Power, New Athens, and New Harquahala shall be reinstated, in each case in accordance with Article III.B.3 and 4 and Article V.C.1 of the Plan.

Voting: If the First Lien Step-In Scenario does not occur, (i) Class 6(a), 6(b), 6(c), and 6(d) Interests are Unimpaired under the Plan and are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan, and (ii) Class 6(e) Interests are Impaired under the Plan and the holders

of such Claims will receive no recovery and are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy code, and, therefore, are not entitled to vote to accept or reject the Plan.

In the event of a First Lien Step-In Scenario, (i) Class 6(a) Interests will receive no recovery and are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code, and therefore, are not entitled to vote to accept or reject the Plan and (ii) Class 6(b), 6(c), 6(d), and 6(e) Interests are Unimpaired under the Plan and the holders of such Interests are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

c. Special Provision Governing Unimpaired Claims

Except as otherwise provided in the Plan, nothing under the Plan shall affect MACH Gen's, Reorganized MACH Gen's, Reorganized New Harquahala's, or the Plan Proponents' rights in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to, or setoffs or recoupment against, any such Unimpaired Claims.

3. Acceptance or Rejection of Plan

a. Voting Classes

Classes 3A and 3B, 4 are entitled to vote to accept or reject the Plan. By operation of section 1126(e) of the Bankruptcy code, Classes 1, 2, 4, 5, and 6 are deemed to have either accepted or rejected the Plan and are not entitled to vote.

An Impaired Class of Claims shall be deemed to have accepted the Plan if, not counting any holder designated pursuant to section 1126(e) of the Bankruptcy Code, (i) holders of at least two-thirds in amount of the Allowed Claims held by holders who actually voted in such Class have voted to accept the Plan, and (ii) holders of more than one-half in number of the Allowed Claims held by holders who actually voted in such Class have voted to accept the Plan.

b. Non-Consensual Confirmation

To the extent that any Impaired Class rejects the Plan or is deemed to have rejected the Plan, the Plan Proponents may request confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code. The Plan Proponents reserve the right to alter, amend, modify, revoke, or withdraw the Plan or any document in the Plan Supplement, including to amend or modify it to satisfy the requirements of section 1129(b) of the Bankruptcy Code, subject in each instance to the Restructuring Support Agreement.

c. Subordinated Claims

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or

otherwise. Pursuant to section 510 of the Bankruptcy Code, the Plan Proponents reserve the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

4. Means for Implementation of Plan

a. General Settlement of Claims and Interests

As discussed in detail in this Disclosure Statement and as otherwise provided the Plan, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, on the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan. All distributions made to holders of Allowed Claims in any Class and Interests in accordance with the Plan are intended to be, and shall be, final.

b. Restructuring Transactions

On the Confirmation Date, subject to and consistent with the terms of its obligations under the Plan and the Restructuring Support Agreement, and subject to the rights of the parties to the Restructuring Support Agreement, the Plan Proponents shall be authorized to enter into such transactions and take (or cause the MACH Gen Entities to take) such other actions as may be necessary or appropriate to effect a corporate and other Entity restructuring of the MACH Gen businesses, to otherwise simplify the overall corporate and other Entity structure of MACH Gen, or to reincorporate or reorganize certain of the MACH Gen Entities under the laws of jurisdictions other than the laws of which such MACH Gen Entities currently are incorporated or formed, which restructuring may include one or more mergers, consolidations, dispositions, liquidations or dissolutions, as may be determined by the Plan Proponents to be necessary or appropriate to result in substantially all of the respective assets, properties, rights, liabilities, duties and obligations of certain of the MACH Gen Entities vesting in one or more surviving, resulting or acquiring entities (collectively, the "Restructuring Transactions"). Except with respect to Reorganized New Harquahala, as provided in the Plan, in each case in which the surviving, resulting or acquiring Entity in any such transaction is a successor to a MACH Gen Entity, such surviving, resulting or acquiring Entity will perform the obligations of such MACH Gen Entity pursuant to the Plan to pay or otherwise satisfy the Allowed Claims against such MACH Gen Entity, except as provided in any contract, instrument or other agreement or document effecting a disposition to such surviving, resulting or acquiring Entity, which may provide that another MACH Gen Entity will perform such obligations.

In effecting the Restructuring Transactions, the Plan Proponents shall be permitted to (or cause the MACH Gen Entities to): (1) execute and deliver appropriate agreements or other documents of merger, consolidation, restructuring, disposition, liquidation, or dissolution containing terms that are consistent with the terms of the Plan and the Restructuring Support Agreement and that satisfy the requirements of applicable state law and such other terms to which the applicable Entities may agree; (2) execute and deliver appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, duty or obligation on terms consistent with the terms of the Plan and having such other terms to which

the applicable Entities may agree; (3) file appropriate certificates or articles of merger, consolidation or dissolution pursuant to applicable state law; and (4) take all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law in connection with such transactions.

The terms of the Restructuring Transactions shall be structured to preserve favorable tax attributes, if any, of the MACH Gen Entities, including New Harquahala, to the extent such structure is not detrimental to the First Lien Lenders and Talen. If by the First Lien Lenders, the Plan may be effected by, or include, a taxable sale of some or all of New Harquahala's assets to one or more new holding companies that are (1) owned in whole or in part by or for the holders of the First Lien Claims and (2) either taxable as corporations or are owned directly or indirectly by one or more Entities that are taxable as corporations for U.S. federal income tax purposes.

c. Sources of Consideration for Plan Distributions

(i) Cancellation and Issuances of Interests in Certain Debtors

If the First Lien Step-In Scenario does not occur, on the Effective Date, 100% of the Interests in New Harquahala shall be cancelled and the holders of the First Lien Claims (or their designee) shall receive their Pro Rata share of 100% of the Interests in Reorganized New Harquahala in exchange for their Pro Rata share of the First Lien Loan Reduction (subject to the terms and conditions of the New First Lien Term Loans). The Confirmation Order shall authorize the transfer of 100% of the Equity Interests of Reorganized New Harquahala, including all Harquahala Assets, as set forth in the Plan including on the terms and conditions set forth in Schedule B thereof, to the holders of the First Lien Claims (or their designee), free and clear of all Liens, Claims, charges, or other encumbrances under sections 105(a), 363, 1123(b)(4), 1145, and 1146(a) of the Bankruptcy Code except to the extent otherwise set forth in the Plan.

In the event of a First Lien Step-In Scenario, on the Effective Date, 100% of the Interests in New MACH Gen, LLC shall be cancelled and the holders of the First Lien Claims and the holders of the DIP Claims (or their respective designees) shall each receive their Pro Rata share of 100% of the Interests in Reorganized New MACH Gen, LLC in exchange for the First Lien Claims and the DIP Claims. The Confirmation Order shall authorize the transfer of Reorganized MACH Gen and each Reorganized MACH Gen Entity to the holders of the First Lien Claims and the holders of the DIP Claims (or their respective designees), free and clear of all Liens, Claims, charges, or other encumbrances under sections 105(a), 363, 1123(b)(4), 1145, and 1146(a) of the Bankruptcy Code except to the extent otherwise expressly set forth in the Plan.

Confirmation shall be deemed approval of the issuance of the Interests in Reorganized New Harquahala or Reorganized New MACH Gen, LLC as applicable, and the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred with respect thereto, and MACH Gen, Reorganized MACH Gen, Reorganized New Harquahala, the holders of the First Lien Claims, and the holders of the DIP Claims, as applicable, are authorized to execute and deliver those documents necessary or appropriate to consummate the issuance of Interests without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or

approval, subject to such modifications as Reorganized MACH Gen, Reorganized New Harquahala, the holders of the First Lien Claims, or the holders of the DIP Claims, as applicable, may mutually agree to be necessary to consummate the transaction.

All of the securities issued or transferred pursuant to the Plan shall be duly authorized, validly issued, and fully paid, and non-assessable. Each distribution and issuance referred to in Article VII of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance, and by the terms and conditions of the instruments evidencing or relating to such distributions or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

(ii) Cash

Reorganized MACH Gen shall fund all distributions under the Plan required to be paid in Cash with Cash on hand, including Cash from operations and any Cash received on the Effective Date, including pursuant to the New Second Lien Facility or the New First Lien Facilities. Unless the First Lien Step-In Scenario occurs, all Allowed General Administrative Expense Claims, Allowed DIP Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, Allowed Other Secured Claims, and Allowed Unsecured Claims, including all such Claims of New Harquahala, shall be paid by Reorganized MACH Gen.

(iii) New First Lien Facilities

Pursuant to Article III.B of the Plan, certain distributions to holders of Allowed Class 3A and Class 3B Claims shall be made in the form of the New First Lien Term Loans and the New First Lien Revolver issued pursuant to the New First Lien Facilities. On the Effective Date, Reorganized MACH Gen shall enter into the New First Lien Facilities. Confirmation shall be deemed approval of the New First Lien Facilities, to the extent not approved by the Bankruptcy Court previously (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by MACH Gen or Reorganized MACH Gen in connection therewith) and Reorganized MACH Gen is authorized to execute and deliver those documents necessary or appropriate to obtain the New First Lien Facilities, including the New First Lien Facilities Documents, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, rule, vote, consent, authorization, or approval, subject to such modifications as Reorganized MACH Gen, and the New First Lien Agent may mutually agree to be necessary to consummate the New First Lien Facilities. The provisions of Article V.C.3 of the Plan shall apply only in the event that the First Lien Step-In Scenario does not occur.

(iv) New Second Lien Facility

In order to provide working capital to Reorganized MACH Gen and to make any Cash payments contemplated on the Effective Date, each of the Reorganized MACH Gen Entities shall enter into the New Second Lien Facility. Confirmation shall be deemed approval of the New Second Lien Facility, to the extent not approved by the Bankruptcy Court previously (including the transactions contemplated thereby, and all actions to be taken, undertakings to be

made, and obligations to be incurred and fees paid by MACH Gen or Reorganized MACH Gen in connection therewith) and Reorganized MACH Gen is authorized to execute and deliver those documents necessary or appropriate to obtain the New Second Lien Facilities, including the New Second Lien Facility Documents, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval, subject to such modifications as Reorganized MACH Gen and the New Second Lien Agent may mutually agree to be necessary to consummate the New Second Lien Facilities. The provisions of Article V.C.4 of the Plan shall apply only in the event that the First Lien Step-In Scenario does not occur.

d. First Lien Step-In Right

Pursuant to the DIP Orders, including the notice requirements set forth therein, upon the occurrence of an Event of Default under the DIP Credit Agreement resulting from a Talen/Company Walkaway, the MACH Gen Entities' exclusive right pursuant to section 1121 of the Bankruptcy Code to file and solicit acceptance of a plan of reorganization shall be deemed automatically modified without further court order to allow the First Lien Lenders to exercise the First Lien Step-In Right, including, without limitation, to make any modifications to, and to prosecute Confirmation of, the Plan as the sole Plan Proponent.

In the event the First Lien Lenders exercise their First Lien Step-In Right, upon Confirmation and Consummation of the Plan, the Holders of DIP Claims and the Holders of Claims in Classes 3A, 3B, 5, and 6 shall receive the treatment provided for such claims in the First Lien Step-In Scenario as set forth in Articles II.C, III.B.3, III.B.4, III.B.6, and III.B.7 of the Plan.

As provided in the DIP Order and Restructuring Support Agreement, upon the occurrence of a Talen/Company Walkaway, MACH Gen shall cooperate in good faith with the Consenting Lenders as reasonably necessary to allow them to exercise the First Lien Step-In Right and seek Confirmation and Consummation of the Plan, including by providing the Consenting Lenders prompt access to any documents, information, employees and physical access to any facility or property in connection therewith.

e. O&M Reimbursement

On the Effective Date, the First Lien Lenders shall reimburse or pay to Reorganized MACH Gen all reasonable and documented out-of-pocket O&M Expenses incurred, accrued, and paid by MACH Gen in the ordinary course of business and in accordance with Prudent Operating Practices, from the date the Restructuring Support Agreement is executed until the Effective Date, in an amount not to exceed $3,000,000 in the aggregate; provided that in the event of a First Lien Step-In Scenario, or if the Effective Date does not occur, the First Lien Lenders shall have no obligation to reimburse or pay to MACH Gen or Reorganized MACH Gen any such O&M Expenses, and all such O&M Expenses will remain the sole obligation of MACH Gen.

Subject to the preceding paragraph, at least five (5) Business Days, but not more than seven (7) Business Days prior to the Effective Date, MACH Gen shall prepare and deliver to the

First Lien Agent a statement (the "**Estimated Expense Statement**") setting forth MACH Gen's good faith estimate of the amount of the O&M Expenses. During the period after the delivery of the Estimated Expense Statement and prior to the Effective Date, the First Lien Lenders shall have an opportunity to review the Estimated Expense Statement and MACH Gen shall provide the First Lien Lenders and their representatives with reasonable access, during normal business hours, to MACH Gen's accounting and other personnel and to the records of MACH Gen, as the case may be, and any other document or information reasonably requested by the First Lien Lenders in order to allow the First Lien Lenders and their representatives to verify the accuracy of the Estimated Expense Statement. During the period after the delivery of the Estimated Expense Statement until the date that is two (2) Business Days prior to the Effective Date, the First Lien Lenders may object to the Estimated Expense Statement in reasonable detail in which case the First Lien Lenders and MACH Gen shall cooperate in good faith to mutually agree upon the Estimated Expense Statement; *provided*, that, if the First Lien Lenders and MACH Gen are not able to reach mutual agreement on the amount of O&M Expenses prior to the Effective Date, the First Lien Lenders shall pay only the undisputed amount of such O&M Expenses on the Effective Date and the First Lien Lenders and MACH Gen shall cooperate in good faith to agree upon any disputed O&M Expenses following the Effective Date.

f. Corporate Existence

Except as otherwise provided in the Plan, each MACH Gen Entity shall continue to exist after the Effective Date as a separate limited liability company, limited partnership, or other form, as the case may be, with all the powers of a limited liability company, limited partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable MACH Gen Entity is incorporated or formed and pursuant to the respective limited liability company agreement, operating agreement, limited partnership agreement (or other formation documents) in effect prior to the Effective Date, except to the extent such formation documents are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable law).

g. Vesting of Assets in Reorganized MACH Gen

Except as otherwise provided in the Plan, on the Effective Date, all property in each Estate, all Causes of Action (other than Excluded Actions) and any property acquired by MACH Gen pursuant to the Plan shall vest in each respective Reorganized MACH Gen Entity, or Reorganized New Harquahala, as applicable, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, each Reorganized MACH Gen Entity and Reorganized New Harquahala may operate its respective businesses and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court, and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

h. Cancellation of Loans, Securities, and Agreements

Except as otherwise provided in the Plan, on the Effective Date: (1) the obligations of MACH Gen under the DIP Credit Agreement, the First Lien Credit Agreement (subject to the

effectiveness of the New First Lien Facilities Documents and the New First Lien Facilities and satisfaction of all conditions precedent, including all conditions precedent regarding the perfection of liens and security interests, to the obligations of the New First Lien Lenders to make extensions of credit thereunder), and any other certificate, equity security, share, note, purchase right, option, warrant, or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of, or ownership interest in, MACH Gen giving rise to any Claim or Interest (except such certificates, notes, or other instruments or documents evidencing indebtedness or obligation of, or ownership interest in, MACH Gen that are reinstated pursuant to the Plan), shall be cancelled as to MACH Gen, and Reorganized MACH Gen (including Reorganized New Harquahala) shall not have any continuing obligations thereunder; and (2) the obligations of MACH Gen pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws or certificate or articles of incorporation, or similar documents governing the shares, certificates, notes, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of, or ownership interest in, MACH Gen (except such agreements, certificates, notes or other instruments evidencing indebtedness or obligation of or ownership interest in MACH Gen that are specifically reinstated pursuant to the Plan, including indemnification obligations assumed pursuant to the Plan) shall be released and discharged; provided, however, that notwithstanding Confirmation or Consummation, any such agreement that governs the rights of the holder of a Claim shall continue in effect solely for purposes of allowing holders to receive distributions under the Plan; provided further, that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan, or result in any expense or liability to Reorganized MACH Gen or Reorganized New Harquahala.

i. Corporate and Other Entity Action

On the Effective Date, all actions contemplated under the Plan (including, for the avoidance of doubt, the Plan Supplement) shall be deemed authorized and approved in all respects, including: (1) appointment of the New Boards pursuant to Article V.I of the Plan and any other managers, directors, or officers for Reorganized MACH Gen or Reorganized New Harquahala identified in the Plan Supplement; (2) if the First Lien Step-In Scenario does not occur, the cancellation of Interests in New Harquahala and issuance of Interests in Reorganized New Harquahala to the holders of the First Lien Claims; (3) upon the occurrence of a First Lien Step-In Scenario, the cancellation of Interests in New MACH Gen, LLC and issuance of Interests in Reorganized MACH Gen to the holders of the First Lien Claims and the DIP Claims, (4) entry into the New Organizational Documents, as applicable; (5) if the First Lien Step-In Scenario does not occur, entry into the New First Lien Facilities Documents; (6) if the First Lien Step-In Scenario does not occur, entry into the New Second Lien Facility Documents; (7) if the First Lien Step-In Scenario does not occur, entry into the New Intercreditor Agreement; (8) implementation of the Restructuring Transactions; and (9) all other actions contemplated under the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate or other Entity structure of MACH Gen or Reorganized MACH Gen or Reorganized New Harquahala, and any corporate or other Entity action required by MACH Gen or Reorganized MACH Gen or Reorganized New Harquahala in connection with the Plan, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, managers, or officers of MACH Gen or Reorganized

MACH Gen or Reorganized New Harquahala. On or before the Effective Date, the appropriate officers of MACH Gen or Reorganized MACH Gen or Reorganized New Harquahala, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effectuate the transactions contemplated under the Plan) in the name, and on behalf, of Reorganized MACH Gen or Reorganized New Harquahala, as applicable, including any and all agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by Article V.I of the Plan shall be effective notwithstanding any requirements under applicable non-bankruptcy law.

j. New Organizational Documents

On or immediately prior to the Effective Date or as soon thereafter as is practicable, each of the Reorganized MACH Gen Entities and Reorganized New Harquahala will, to the extent such New Organizational Documents were included in the Plan Supplement, file its New Organizational Documents (if so required under applicable state law) with the applicable Secretaries of State and/or other applicable authorities in its respective state, province, or country of incorporation in accordance with the corporate laws of the respective state, province, or country of incorporation or formation. Pursuant to section 1123(a)(6) of the Bankruptcy Code, the New Organizational Documents will prohibit the issuance of non-voting equity securities. After the Effective Date, the Reorganized MACH Gen Entities and Reorganized New Harquahala may amend and restate their respective New Organizational Documents and other constituent documents as permitted by the Plan, the laws of their respective state, province, or country of incorporation or formation, and their respective New Organizational Documents, without further order of the Bankruptcy Court.

k. Managers and Officers of Reorganized MACH Gen and Reorganized New Harquahala

As of the Effective Date, the terms of the current members of the boards of directors or managers (as applicable) of MACH Gen shall expire, such directors shall be deemed to have resigned, and the initial boards of directors or managers (as applicable), including the New Boards, and the officers of each of the Reorganized MACH Gen Entities and Reorganized New Harquahala shall be appointed in accordance with the respective New Organizational Documents. The members of the New Boards will be identified in the Plan Supplement, together with biographical information. If any such director, manager, or officer of Reorganized MACH Gen and Reorganized New Harquahala is an "insider" under the Bankruptcy Code, MACH Gen also will disclose the nature of any compensation to be paid to such director or officer. Each such director, manager, and officer shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents and other constituent documents of Reorganized MACH Gen and Reorganized New Harquahala.

l. Effectuating Documents; Further Transactions

On and after the Effective Date, Reorganized MACH Gen, Reorganized New Harquahala, and the officers and members of the boards of directors thereof are authorized to, and may issue, execute, deliver, file, or record, such contracts, securities, instruments, releases,

and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, and any securities issued pursuant to the Plan in the name, and on behalf, of Reorganized MACH Gen or Reorganized New Harquahala, without the need for any approvals, authorization, or consents, except for those expressly required pursuant to the Plan or the New Organizational Documents.

m. Section 1146 Exemption

Pursuant to section 1146 of the Bankruptcy Code, any transfers of property pursuant to the Plan shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents and any third party shall forgo the collection of any such tax, recordation fee, or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or assessment.

n. Preservation of Causes of Action

In accordance with section 1123(b) of the Bankruptcy Code, but subject in all respects to Article IX of the Plan, Reorganized MACH Gen and Reorganized New Harquahala, as applicable, shall retain, and may enforce, all rights to commence and pursue, as appropriate, any and all Preserved Causes of Action, whether arising before or after the Petition Date, including any actions specifically identified in the Plan Supplement, and Reorganized MACH Gen's and Reorganized New Harquahala's, as applicable, rights to commence, prosecute, settle, or assert as a defense such Preserved Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. Reorganized MACH Gen or Reorganized New Harquahala, as applicable, may pursue such Preserved Causes of Action, as appropriate, in accordance with the best interests of Reorganized MACH Gen or Reorganized New Harquahala, as applicable. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Preserved Cause of Action against it as any indication that MACH Gen, Reorganized MACH Gen, or Reorganized New Harquahala, as applicable, will not, or may not, pursue any and all available Preserved Causes of Action against it. MACH Gen, Reorganized MACH Gen, or Reorganized New Harquahala, as applicable, expressly reserves all rights to prosecute any and all Preserved Causes of Action against any Entity. Unless any Preserved Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court order, Reorganized MACH Gen and Reorganized New Harquahala, as applicable, expressly reserves all Preserved Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches shall apply to such Preserved Causes of Action upon, after, or as a consequence of, the Confirmation or Consummation.

In accordance with section 1123(b)(3) of the Bankruptcy Code, any Preserved Causes of Action that a MACH Gen Entity may hold against any Entity shall vest in Reorganized MACH Gen or Reorganized New Harquahala, as applicable. The applicable Reorganized MACH Gen Entity or Entities or Reorganized New Harquahala, as applicable, through their authorized agents

or representatives, shall retain and may exclusively enforce any and all such Preserved Causes of Action. Reorganized MACH Gen or Reorganized New Harquahala, as applicable, shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Preserved Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

5. Treatment of Executory Contracts and Unexpired Leases

a. Assumption of Executory Contracts and Unexpired Leases

On the Effective Date, except as otherwise ordered by the Bankruptcy Court, provided in the Plan, or identified in the Plan Supplement as being rejected, all Executory Contracts and Unexpired Leases of MACH Gen, shall be deemed assumed in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code. Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Any motions to assume or reject Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order. As set forth in Article X.B.7. of the Plan, the First Lien Lenders shall, in their sole discretion, have the right to condition the occurrence of the Effective Date and Consummation on the resolution of any motion to assume or reject the Executory Contracts or Unexpired Leases set forth on Schedule A of the Plan. Each Executory Contract and Unexpired Lease assumed pursuant to Article VI.A of the Plan or by any order of the Bankruptcy Court, which has not been assigned to a third party prior to the Confirmation Date, shall revest in, and be fully enforceable by, Reorganized MACH Gen or Reorganized New Harquahala, with respect to Executory Contracts that relate to Harquahala and are expressly assumed in the Plan Supplement, in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law.

b. Rejection of Executory Contracts and Unexpired Leases

At least ten (10) days prior to the Confirmation Hearing, to the extent not previously filed with the Bankruptcy Court and served on affected counterparties, the Plan Proponents shall provide notices of any Executory Contracts or Unexpired Leases to be rejected to the applicable contract and lease counterparties. Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be filed with the Notice and Claims Agent and served on the Plan Proponents no later than thirty (30) days after the effective date of such rejection.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Notice and Claims Agent within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against MACH Gen, Reorganized MACH Gen, Reorganized New Harquahala, the Estates, or their property, without the need for any objection by the Plan Proponents, Reorganized MACH

Gen or Reorganized New Harquahala, or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, and be subject to the permanent injunction set forth in Article IX.F of the Plan, notwithstanding anything in the Schedules or a Proof of Claim to the contrary.

All Claims arising from the rejection by any MACH Gen Entity of any Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code shall be treated as a General Unsecured Claim pursuant to Article III.B of the Plan and may be objected to in accordance with the provisions of Article VIII of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

c. Cure of Defaults for Executory Contracts and Unexpired Leases Assumed

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date or in the ordinary course of business, subject to the limitation described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (1) the amount of any payments to cure such a default, (2) the ability of Reorganized MACH Gen, Reorganized New Harquahala, or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption and shall not prevent or delay implementation of the Plan or the occurrence of the Effective Date.

At least ten (10) days prior to the Confirmation Hearing, to the extent not previously filed with the Bankruptcy Court and served on affected counterparties, the Plan Proponents shall provide for notices of assumption and proposed cure amounts to be sent to applicable contract and lease counterparties, together with procedures for objecting thereto and resolution of disputes by the Bankruptcy Court. Any objection by a contract or lease counterparty to a proposed assumption or related cure amount must be filed, served, and actually received by MACH Gen prior to the Confirmation Hearing (or such other date as may be provided in the applicable assumption notice). Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption or cure amount will be deemed to have assented to such assumption or cure amount.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise, and payment of the applicable cure amount, shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. Any Proof of Claim Filed with respect to an Executory Contract or Unexpired Lease that is assumed shall be deemed disallowed and expunged, without further notice to or action, order or approval of the Bankruptcy Court.

d. Indemnification Obligations

On the Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code, MACH Gen shall assume (and be deemed to have assumed), (1) all indemnification obligations in place on the Petition Date (whether in operating agreements, limited liability company agreements, limited partnership agreements, board resolutions, indemnification agreements, or employment contracts) for the former and current directors and officers of MACH Gen and (2) all director and officer insurance policies in place as of the Petition Date. The foregoing indemnification obligations that are assumed, deemed assumed, honored, or reaffirmed by MACH Gen shall remain in full force and effect, shall not be modified, reduced, discharged, impaired, or otherwise affected in any way, and shall survive Unimpaired and unaffected, irrespective of when such obligation arose.

e. Insurance Policies

Each of the insurance policies of MACH Gen and any agreements, documents, or instruments relating thereto, are deemed to be and treated as Executory Contracts under the Plan. On the Effective Date, MACH Gen shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims.

f. Modifications, Amendments, Supplements, Restatements, or Other Agreements

Unless otherwise provided in the Plan, each Executory Contract and Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously terminated or is otherwise not in effect.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts or Unexpired Leases that have been executed by MACH Gen during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

g. Reservation of Rights

Nothing contained in the Plan or the Schedules shall constitute an admission by MACH Gen or any Plan Proponent that any Executory Contract or Unexpired Lease is, in fact, an Executory Contract or Unexpired Lease or that MACH Gen, Reorganized MACH Gen or Reorganized New Harquahala, as applicable, has any liability thereunder.

h. Non-occurrence of Effective Date

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Executory Contracts and Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

i. Contracts and Leases Entered into after Petition Date

Contracts and leases entered into after the Petition Date by any MACH Gen Entity, including any Executory Contracts and Unexpired Leases assumed by a MACH Gen Entity, will be performed by the applicable MACH Gen Entity, Reorganized MACH Gen Entity or Reorganized New Harquahala, as the case may be, in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

6. Provisions Governing Distributions

a. Timing and Calculation of Amounts to Be Distributed

Unless otherwise provided in the Plan (including payments made in the ordinary course of MACH Gen's business to holders of Claims in Class 4) or paid pursuant to a prior Bankruptcy Court order, on the Effective Date (or if a Claim or Interest is not Allowed on the Effective Date, on the date that such Claim or Interest becomes Allowed), each holder of an Allowed Claim or Allowed Interest shall receive the full amount of the distributions that the Plan provides for Allowed Claims or Allowed Interests in the applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims or Disputed Interests, distributions on account of any such Disputed Claims or Disputed Interests shall be made pursuant to the provisions set forth in Article VIII of the Plan.

b. Application of Distributions

Any distribution made under the Plan on account of an Allowed Claim shall be allocated first to the principal amount of such Claim (as determined for U.S. federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to any portion of such Claim for accrued but unpaid interest.

c. Disbursing Agent

All distributions under the Plan shall be made by the Disbursing Agent on the Effective Date. If the Disbursing Agent is one or more of the Reorganized MACH Gen Entities, the Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court and, if so ordered, any and all costs and expenses of procuring such bond or surety shall be borne by Reorganized MACH Gen.

d. Rights and Powers of Disbursing Agent

(i) Powers of the Disbursing Agent

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan;

(b) make all distributions contemplated by the Plan; (c) employ professionals and incur reasonable fees and expenses to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of the Plan.

(ii) Incurred Expenses

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and documented expenses incurred by the Disbursing Agent on and after, or in contemplation of, the Effective Date (including taxes) and any reasonable compensation and documented expense reimbursement claims (including reasonable attorney fees and expenses) made by the Disbursing Agent shall be paid in Cash by Reorganized MACH Gen.

e. Delivery of Distributions and Undeliverable or Unclaimed Distributions

(i) Delivery of Distributions to DIP Agent

No later than two (2) Business Days after the Confirmation Order is entered, the DIP Agent shall provide to counsel to MACH Gen a list of all holders of DIP Claims as of such date and such additional information as reasonably requested by counsel to MACH Gen or the Disbursing Agent required to make distributions under the Plan. All distributions to holders of DIP Claims shall be governed by the DIP Credit Agreement and the DIP Orders and shall be made to each holder of an Allowed DIP Claim or such holder's authorized designee for purposes of distributions to be made under the Plan. If no First Lien Step-In Scenario occurs, all reasonable and documented fees and expenses of the DIP Agent incurred after the Effective Date as part of Article VII.E.1 of the Plan shall be paid by Reorganized MACH Gen.

(ii) Delivery of Distributions to Holders of First Lien Claims

Upon (i) the execution of the New First Lien Facilities Documents; (ii) the issuance of 100% of the Interests of Reorganized New Harquahala to the holders of the First Lien Claims; and (iii) the payment in Cash of the Amendment Fee and Deferred Charges Amount, in each case, on the Effective Date, all distributions to holders of First Lien Claims shall be deemed complete in accordance with the Plan and all obligations thereafter shall be governed by the New First Lien Facilities Documents. The provisions of Article VII.E.2 of the Plan shall apply only in the event that the First Lien Step-In Scenario does not occur.

(iii) Delivery of Distributions in General

Except as otherwise provided in the Plan or prior Bankruptcy Court order, the Disbursing Agent shall make distributions to holders of Allowed Claims and Allowed Interests as of the voting record date, June 4, 2018, at the address for each such holder as indicated on MACH Gen's records as of the date of any such distribution; provided, however, that the manner of such distributions shall be determined at the discretion of the Plan Proponents.

(iv) Minimum Distributions of Interests in Reorganized New Harquahala

No fractional Interests in Reorganized New Harquahala or Reorganized MACH Gen, as applicable, shall be distributed or transferred. When any distribution pursuant to the Plan would otherwise result in the issuance of a number of Interests in Reorganized New Harquahala or Reorganized MACH Gen, as applicable, that is not a whole number, the actual distribution of Interests in Reorganized New Harquahala or Reorganized MACH Gen, as applicable, shall be rounded as follows: (a) fractions of one-half ($^1/_2$) or greater shall be rounded to the next higher whole number, and (b) fractions of less than one-half ($^1/_2$) shall be rounded to the next lower whole number with no further payment therefor. The total number of authorized Interests in Reorganized New Harquahala or Reorganized MACH Gen, as applicable, to be distributed or transferred to holders of Allowed First Lien Claims and holders of Allowed DIP Claims, as applicable, shall be adjusted as necessary to account for the foregoing rounding.

(v) Undeliverable Distributions and Unclaimed Property

In the event that any distribution to any holder is returned as undeliverable, no distribution to such holder shall be made unless and until the Disbursing Agent has determined the then-current address of such holder, at which time such distribution shall be made to such holder without interest; provided, however, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one year from the Effective Date; provided further, that MACH Gen, Reorganized MACH Gen, or Reorganized Harquahala, as applicable, shall use commercially reasonable efforts to locate a holder if any distribution is returned as undeliverable. After such date, all unclaimed property or interests in property shall revert to Reorganized MACH Gen or Reorganized New Harquahala, as applicable, automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheat, abandonment, or unclaimed property laws to the contrary), and the claim of any holder to such property or interest in property shall be discharged and forever barred.

f. Section 1145 Exemption

Pursuant to section 1145 of the Bankruptcy Code, the offering, issuance, and distribution of Interests in New MACH Gen, LLC, Reorganized MACH Gen, New Harquahala and/or Reorganized New Harquahala, as applicable, as contemplated by the Plan shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable law requiring registration of the offering, issuance, distribution, or sale of securities. In addition, under section 1145 of the Bankruptcy Code, the Interests in Reorganized MACH Gen and/or Reorganized New Harquahala, as applicable, will be freely tradable in the U.S. by the recipients thereof, subject to the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, and compliance with applicable securities laws and any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such securities or instruments and subject to any restrictions in the applicable New Organizational Documents.

g. Compliance with Tax Requirements

In connection with the Plan, to the extent applicable, Reorganized MACH Gen and Reorganized New Harquahala shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, Reorganized MACH Gen, Reorganized New Harquahala, and the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including withholding distributions pending receipt of information necessary to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate. Reorganized MACH Gen and Reorganized New Harquahala reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, liens, and encumbrances.

h. No Postpetition Interest on Claims and Interests

Unless otherwise specifically provided for in the Restructuring Support Agreement, Plan, Confirmation Order, or other Bankruptcy Court order or otherwise required by applicable law, postpetition interest shall not accrue or be paid on any Claims or Interests, and no holder of a Claim or Interest shall be entitled to interest accruing on or after the Petition Date on any such Claim or Interest.

i. Setoffs and Recoupment

MACH Gen, Reorganized MACH Gen, and Reorganized New Harquahala, as applicable, are authorized to set off against or recoup from any Claims (to the extent not released pursuant to the Plan) of any nature whatsoever that MACH Gen, Reorganized MACH Gen, or Reorganized New Harquahala, as applicable, may have against the claimant, but neither the failure to do so nor the allowance of any Claim under the Plan shall constitute a waiver or release by MACH Gen, Reorganized MACH Gen, or Reorganized New Harquahala, as applicable, of any such claim they may have against the holder of such Claim.

j. Claims Paid or Payable by Third Parties

(i) Claims Paid by Third Parties

MACH Gen, Reorganized MACH Gen, or Reorganized New Harquahala, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without an objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the holder of such Claim receives payment (before or after the Effective Date) on account of such Claim from a party that is not a MACH Gen, Reorganized MACH Gen Entity, or Reorganized New Harquahala, as applicable. To the extent a holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a MACH Gen Entity, Reorganized MACH Gen Entity, or Reorganized New Harquahala,] as applicable, on account of such Claim, such holder shall, within ten (10) days of receipt thereof, repay or return the distribution to the applicable MACH Gen Entity, Reorganized MACH Gen Entity, or Reorganized New Harquahala, to the extent the holder's total recovery on account of

such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such holder to timely repay or return such distribution shall result in the holder owing the applicable Reorganized MACH Gen Entity or to Reorganized New Harquahala annualized interest at the federal judgment rate, as in effect as of the Petition Date, on such amount owed for each Business Day after the 10-day grace period specified above until the amount is repaid. To the extent that the First Lien Step-In Scenario does not occur and Reorganized New Harquahala receives a repayment or return of any distribution in accordance with this paragraph, Reorganized New Harquahala shall promptly pay such amount to the New Second Lien Lenders and such payment shall be deemed to constitute a repayment of the New Second Lien Facility.

(ii) Claims Payable by Third Parties

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of MACH Gen's insurance policies until the holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of MACH Gen's insurers agree to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without an objection having to be filed and without any further notice to or action, order or approval of the Bankruptcy Court.

(iii) Applicability of Insurance Policies

Except as otherwise provided in the Plan, distributions to holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Plan Proponents or any Entity may hold against any other Entity under any insurance policies, including against insurers, nor shall anything contained in the Plan constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

7. Procedures for Treating Disputed Claims and Interests Under Plan

a. Allowance of Claims

After the Effective Date, MACH Gen, Reorganized MACH Gen, or Reorganized New Harquahala shall have and retain any and all rights and defenses such Entities had with respect to any Claim immediately before the Effective Date. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed pursuant to the Plan or a Final Order, including the Confirmation Order (when it becomes a Final Order), allowing such Claim.

b. Claims and Interests Administration Responsibilities

Except as otherwise specifically provided in the Plan and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, after the Effective Date, Reorganized MACH Gen (together with Reorganized New Harquahala, to the extent of any Claims against New Harquahala) by order of the Court, shall have the sole authority: (1) to File,

withdraw, or litigate to judgment objections to Claims; (2) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Court.

c. Estimation of Claims

Before or after the Effective Date, MACH Gen, Reorganized MACH Gen, or Reorganized New Harquahala may (but are not required to) at any time request that the Court estimate any Disputed Claim or Disputed Interest that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Court has ruled on any such objection, and the Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register, but that has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Court. In the event that the Court estimates any Disputed, contingent, or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), and the relevant MACH Gen Entity may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before 21 days after the date on which such Claim is estimated. All of the aforementioned Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Court.

d. Adjustment to Claims Register Without Objection

Any Claim that has been paid or satisfied, or any Claim that has been amended or superseded by the holder of such Claim, may be adjusted or expunged on the Claims Register by MACH Gen or Reorganized MACH Gen without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Court.

e. Time to File Objections to Claims

Any objections to Claims must be Filed on or before the Claims Objection Deadline.

f. Disputed Claims and Interest Process

In the event the First Lien Step-In Scenario does not occur, on or prior to the occurrence of the Effective Date, MACH Gen shall provide a schedule of all Disputed Claims and Disputed Interests and the maximum amount of such Disputed Claims and Disputed Interests to the First Lien Lenders. On the Effective Date, MACH Gen or Reorganized MACH Gen shall deposit Cash equal to the maximum aggregate amount of the identified Disputed Claims and Disputed Interests in an interest bearing account (the "**Disputed Claim Reserve**") pending determination

of the relevant objection or request for estimation. Upon (i) the issuance of a Final Order or (ii) an agreement between MACH Gen and/or Reorganized MACH Gen (together with Reorganized New Harquahala, to the extent of any Claims against New Harquahala), as applicable, on the one hand, and the holder of such Disputed Claim or Disputed Interest, on the other, in either case determining the Allowed amount of the relevant Disputed Claim or Disputed Interests, MACH Gen or Reorganized MACH Gen shall make distributions to the holder of such Allowed Claim or Allowed Interest from the Disputed Claim Reserve in accordance with the provisions of the Plan and Section J of Article VIII of the Plan. All other amounts deposited in the Disputed Claim Reserve on account of such Disputed Claim or Disputed Interest shall be returned to Reorganized MACH Gen immediately after the distributions on account of the relevant Disputed Claim or Disputed Interest. Reorganized MACH Gen shall promptly thereafter pay such returned amount to the New Second Lien Lenders and such payment shall be deemed to constitute a repayment of the New Second Lien Facility.

g. Disallowance of Claims

Notwithstanding anything to the contrary herein, all Claims of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Disallowed unless and until such Entity turns over or pays in full the amount that it owes to MACH Gen to either MACH Gen or Reorganized MACH Gen. All Proofs of Claim Filed on account of an indemnification obligation to a director, officer, or employee shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order, or approval of the Court.

h. Amendments to Claims

On or after the Effective Date, except as provided in the Plan or the Confirmation Order, a Claim may not be Filed or amended without the prior authorization of the Court or Reorganized MACH Gen (together with Reorganized New Harquahala to the extent of any Claims against New Harquahala).

i. No Distributions Pending Allowance

Notwithstanding anything to the contrary herein, if any portion of a Claim or Interest is Disputed, no payment or distribution provided hereunder shall be made on account of such Claim or Interest unless and until such Disputed Claim or Disputed Interest becomes Allowed.

j. Distributions After Allowance

To the extent that a Disputed Claim or Disputed Interest ultimately becomes Allowed, distributions (if any) shall be made to the holder of such Allowed Claim or Allowed Interest in accordance with the provisions of the Plan. As soon as practicable after the date that the order or judgment finding or deeming any Disputed Claim or Disputed Interest to be Allowed has become a Final Order, the Disbursing Agent shall provide to the holder of such Claim or Interest the distribution (if any) to which such holder is entitled under the Plan as of the Effective Date, without any interest to be paid on account of such Claim or Interest.

k. Single Satisfaction of Claims

Holders of Allowed Claims may assert such Claims against each MACH Gen Entity obligated with respect to such Claims, and such Claims shall be entitled to share in the recovery provided for the applicable Class of Claims against each obligated Debtor based upon the full Allowed amount of such Claims. Notwithstanding the foregoing, in no case shall the aggregate value of all property received or retained under the Plan on account of any Allowed Claim exceed 100 percent of the underlying Allowed Claim plus applicable interest, if any.

8. Settlement, Release, Injunction, and Related Provisions

a. Compromise and Settlement

The Confirmation Order will constitute the Bankruptcy Court's finding and determination that the settlements reflected in the Plan are (1) in the best interests of MACH Gen, its Estates, and all holders of Claims or Interests, (2) fair, equitable, and reasonable, (3) made in good faith, and (4) approved by the Bankruptcy Court pursuant to Bankruptcy Rule 9019. In addition, the allowance, classification, and treatment of any Allowed Claims and Allowed Interests of a Released Party take into account any Causes of Action, whether under the Bankruptcy Code or otherwise under applicable non-bankruptcy law, that may exist between MACH Gen and any Released Party and, as of the Effective Date, any and all such Causes of Action are settled, compromised, and released as set forth in the Plan. The Confirmation Order shall authorize and approve the releases by all Entities of all such contractual, legal, and equitable subordination rights and Causes of Action that are satisfied, compromised, and settled pursuant to the Plan. Nothing in Article IX.A of the Plan shall compromise or settle, in any way whatsoever, any Causes of Action that MACH Gen, Reorganized MACH Gen, or Reorganized New Harquahala as applicable, may have against any Entity that is not a Released Party.

In accordance with the provisions of the Plan, and pursuant to Bankruptcy Rule 9019, without any further notice to, or action, order, or approval of, the Bankruptcy Court, after the Effective Date, Reorganized MACH Gen or Reorganized New Harquahala, as applicable, may, in its sole and absolute discretion, compromise and settle (1) Claims (including Causes of Action) against and Interests in MACH Gen (if any), and (2) claims (including Causes of Action) against other Entities.

b. Discharge of Claims

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan (including, for the avoidance of doubt, the Plan Supplement), the distributions, rights, and treatment that are provided in the Plan shall be in exchange for and in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by Reorganized MACH Gen), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in MACH Gen or any of its assets or properties, regardless of whether any property shall have been distributed or

retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose prior to the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in section 502(g), (h), or (i) of the Bankruptcy Code. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests as set forth above subject to the occurrence of the Effective Date.

c. Release of Liens

Except as otherwise expressly provided in the Plan, or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, including the New First Lien Facilities Documents and the New Second Lien Facility Documents, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and the effectiveness of the New First Lien Facilities Documents and the New Second Lien Facility Documents, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized MACH Gen Entities or Reorganized New Harquahala, as applicable, and each of their successors and assigns.

d. Releases of Released Parties

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in Article IX.D of the Plan and shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the claims released by Article IX.D of the Plan; (3) in the best interests of MACH Gen and all holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any Entity (including MACH Gen) asserting any claim or Cause of Action released pursuant to Article IX.D of the Plan.

(i) Releases by MACH Gen

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, including without limitation the efforts of the Released Parties to facilitate the reorganization of MACH Gen and the implementation of the restructuring contemplated by the Restructuring Support Agreement, on and after the Effective Date, MACH Gen, Reorganized Mach Gen, Reorganized New Harquahala, and the Estates are deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Released Party from, and covenanted not to sue on account of, any and all claims, interests, obligations (contractual or otherwise), rights, suits, damages, Causes of Action (including Avoidance Actions), remedies, and liabilities whatsoever, including any derivative claims assertable by or on behalf of a MACH Gen Entity, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that MACH Gen, Reorganized Mach Gen, Reorganized New Harquahala, or the Estates would have been legally entitled

to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity (including any MACH Gen Entity), based on or relating to, or in any manner arising from, in whole or in part, MACH Gen, the Chapter 11 Cases, the DIP Claims, the First Lien Claims, purchase, sale, or rescission of the purchase or sale of any security of MACH Gen, Reorganized MACH Gen, or Reorganized New Harquahala, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any MACH Gen Entity and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or dissemination of the Plan (including, for the avoidance of doubt, the Plan Supplement), the Disclosure Statement, the Restructuring Support Agreement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined by a Final Order of a court of competent jurisdiction to have constituted willful misconduct, fraud, or gross negligence, provided, that nothing in Section IX.D.1 of the Plan shall release MACH Gen or Reorganized MACH Gen from its indemnification obligations with respect to Reorganized New Harquahala or any other Harquahala Asset as set forth on Schedule B of the Plan.

(ii) Third-Party Releases by Holders of Claims or Interests

On and after the Effective Date, to the maximum extent permitted by applicable law, each Releasing Party (other than MACH Gen, Reorganized MACH Gen, and Reorganized New Harquahala, which releases therefrom are set forth in Article IX.D.1 of the Plan) shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Released Parties from, and covenanted not to sue on account of, any and all claims, interests, obligations (contractual or otherwise), rights, suits, damages, Causes of Action (including Avoidance Actions), remedies, and liabilities whatsoever, including any derivative claims assertable by or on behalf of a MACH Gen Entity, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Releasing Party would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity (including any MACH Gen Entity), based on or relating to, or in any manner arising from, in whole or in part, MACH Gen, the Chapter 11 Cases, the DIP Claims, the First Lien Claims, purchase, sale, or rescission of the purchase or sale of any security of MACH Gen, Reorganized MACH Gen, or Reorganized New Harquahala, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any MACH Gen Entity and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or dissemination of the Plan (including, for the avoidance of doubt, the Plan Supplement), the Disclosure Statement, the Restructuring Support Agreement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is

determined by a Final Order of a court of competent jurisdiction to have constituted willful misconduct, fraud, or gross negligence.

e. Exculpation

No Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any claim (including any Cause of Action) related to any act taken or omitted to be taken in connection with, relating to, or arising out of the restructuring efforts of MACH Gen, negotiation of and entry into the Restructuring Support Agreement, the DIP Credit Agreement, the New First Lien Facilities Documents, the New Second Lien Facility Documents, the New Intercreditor Agreement, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the Plan (including, for the avoidance of doubt, the Plan Supplement), the preparation or filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the Restructuring Transactions, and the administration and implementation of the Plan, including the issuance of any securities or the distribution of property under the Plan or any other agreement or any obligation, cause of action, or liability for any such Claim; provided, however, that the foregoing "Exculpation" shall have no effect on the liability of any Entity that results from any such act or omission that is determined by a Final Order of a court of competent jurisdiction to have constituted willful misconduct, fraud, or gross negligence; provided further, that in all respects such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to, or in connection with, the Plan. The Exculpated Parties have participated in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of the securities pursuant to the Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan, provided, that nothing in Section IX.E of the Plan shall exculpate MACH Gen or Reorganized MACH Gen of its indemnification obligations with respect to the Reorganized New Harquahala or any other Harquahala Asset as set forth on Schedule B of the Plan.

f. Injunction

Except as otherwise expressly provided in the Plan and except for obligations issued pursuant to the Plan, including with respect to the New First Lien Facilities and the New Second Lien Facility, all Entities who have held, hold, or may hold claims, Causes of Action, or interests that have been released pursuant to Article IX.D of the Plan (the "Released Claims") or discharged pursuant to Article IX.B of the Plan (the "Discharge"), or that are subject to exculpation pursuant to Article IX.E of the Plan (the "Exculpation"), are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Released Parties or the Exculpated Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to, any Released Claims or any Claim, Cause of Action, or Interest that is the subject of the Discharge or Exculpation; (2)

enforcing, attaching, collecting, or recovering, by any manner or means any judgment, award, decree or order against the Released Parties or the Exculpated Parties, as applicable, on account of, in connection with, or with respect to, any Released Claims or any Claim, Cause of Action, or Interest that is the subject of the Discharge or Exculpation; (3) creating, perfecting, or enforcing any encumbrance of any kind against the Released Parties or the Exculpated Parties, as applicable, or their property or assets on account of, in connection with, or with respect to, any Released Claims or any Claim, Cause of Action, or Interest that is the subject of the Discharge or Exculpation; and (4) asserting any right of subrogation or recoupment of any kind against any obligation due from the Released Parties or the Exculpated Parties, as applicable, or against their property or assets on account of, in connection with, or with respect to, any Released Claims or any Claim, Cause of Action, or Interest that is the subject of the Discharge or Exculpation, provided, that nothing in Section F of the Plan shall enjoin Reorganized New Harquahala from asserting claims against MACH Gen or Reorganized MACH Gen on account of its indemnification obligations with respect to Reorganized New Harquahala or any other Harquahala Asset as set forth on Schedule B of the Plan.

9. Conditions to Confirmation and Effective Date

a. Conditions to Confirmation

The following are conditions to Confirmation that shall have been satisfied or waived in accordance with Article X.C of the Plan:

1. no valid termination of the Restructuring Support Agreement with respect to the obligations of all parties thereto shall have occurred, and no Termination Event (as defined in the Restructuring Support Agreement) shall have occurred and not been waived that, in either instance, has the effect of (a) removing any MACH Gen Entity as a party to the Restructuring Support Agreement or (b) having Support Parties remaining as parties to the Restructuring Support Agreement that do not meet the thresholds specified in section 1 of the Restructuring Support Agreement;

2. the Confirmation Order shall approve all provisions, terms, and conditions of the Plan and be in form and substance reasonably acceptable to MACH Gen and the Support Parties or, in the event of the First Lien Step-In Scenario, the Plan Proponents.

3. the Plan Supplement shall have been filed at least ten (10) days prior to the Confirmation Hearing, in form and substance reasonably acceptable to MACH Gen and the Support Parties, or in the event of the First Lien Step-In Scenario, the Plan Proponents, and any additional documents or amendments to previously-filed documents shall have been filed as amendments to the Plan Supplement prior to Confirmation; and

4. no later than five (5) Business Days prior to the Confirmation Hearing, Talen Lender and Talen LC Provider, as applicable, shall have irrevocably confirmed in

writing that it will, immediately prior to, or substantially concurrent with, the occurrence of the Effective Date (including the satisfaction or waiver of the conditions to the Effective Date set forth in Section B, below), (i) provide and fund the New Second Lien Facility in an amount necessary to satisfy all of the MACH Gen Entities' or Reorganized MACH Gen's and Reorganization New Harquahala's financial commitments and administrative obligations under and as required to confirm the Plan, including, without limitation, any potential funding shortfall, if one exists at such time, as a result of the aggregate amount of such financial commitments and administrative obligations exceeding the proposed amount of the New Second Lien Facility plus the amount of the New First Lien Revolver (the "Talen Funding Obligation"), and (ii) cause to be issued to the First Lien Lenders each of the backstop letters of credit set forth on that certain Schedule A to the New LC Support Agreement, in each case issued in the form attached as Exhibit A to the New LC Support Agreement and by a bank listed on Schedule 1 to the New LC Support Agreement or otherwise acceptable to the Consenting Lenders in their sole discretion, and otherwise in accordance with the terms of the New LC Support Agreement and in the amounts set forth on the Backstop LC Schedule (such letters of credit, the "Backstop LCs").

b. Conditions to Effective Date

The following are conditions to the Effective Date that shall have been satisfied or waived in accordance with Article X.C of the Plan:

1. no valid termination of the Restructuring Support Agreement with respect to the obligations of all parties thereto shall have occurred, and no Termination Event (as defined in the Restructuring Support Agreement) shall have occurred and not been waived that, in either instance, has the effect of (a) removing any MACH Gen Entity as a party to the Restructuring Support Agreement or (b) having Support Parties remaining as parties to the Restructuring Support Agreement that do not meet the thresholds specified in section 1 of the Restructuring Support Agreement;

2. Talen LC Provider shall have caused each of the Backstop LCs to be issued to the First Lien Lenders;

3. the Bankruptcy Court shall have entered the DIP Orders, which shall have become Final Orders, (a) in the forms attached to the Restructuring Support Agreement or (b) in such other forms as are consented to by MACH Gen and the Support Parties;

4. Confirmation shall have occurred, and the Bankruptcy Court shall have entered the Confirmation Order, which shall have become a Final Order, in form and substance reasonably acceptable to MACH Gen and the Support Parties, or in the event of the First Lien Step-In Scenario, the Plan Proponents;

5. all authorizations, consents, regulatory approvals, rulings, or documents required by applicable law to implement and effectuate the Plan, including any approvals required in connection with the transfer, change of control, or assignment of MACH Gen's permits and licenses, shall have been obtained from any appropriate regulatory agencies, including FERC and the Federal Communications Commission, and not subject to any appeal;

6. the New Second Lien Facility shall have been entered into and funded in an amount sufficient to cover the Talen Funding Obligation in its entirety, including any amounts necessary to fund the Disputed Claims Reserve;

7. the First Lien Lenders shall have approved the schedule of assumed and rejected Executory Contracts and Unexpired Leases attached to the Plan Supplement and any motion to assume or reject the Executory Contracts or Unexpired Leases set forth on Schedule A of the Plan shall have been resolved in a matter satisfactory to MACH Gen and the Support Parties or, in the event of the First Lien Step-In Scenario, the Plan Proponents;

8. the members of the New Boards shall have been identified in the Plan Supplement;

9. all documents to be executed, delivered, assumed, or performed upon or in connection with Consummation shall have been executed, delivered, assumed, or performed, as the case may be, and any conditions contained therein (other than Consummation or notice of Consummation) shall have been satisfied or waived in accordance therewith, including the New First Lien Facilities, the Harquahala Reorganization Annex, and all documents included in the Plan Supplement, which are in form and substance reasonably acceptable to MACH Gen and the Support Parties or, in the event of the First Lien Step-In Scenario, the Plan Proponents, and otherwise consistent with the Restructuring Support Agreement;

10. all other actions, documents, certificates, and agreements necessary to implement the Plan shall have been effected or executed and delivered, as the case may be, to the appropriate parties and, to the extent required, filed with the applicable Governmental Units in accordance with applicable law, including all actions necessary in order to perfect and protect the liens and security interests securing the New First Lien Facility and the New Second Lien Facility;

11. MACH Gen shall have provided the First Lien Lenders with a schedule identifying all Disputed Claims and Disputed Interests and the maximum aggregate amount of such Disputed Claims and Disputed Interests and shall have deposited Cash equal to the maximum aggregate amount of the identified Disputed Claims and Disputed Interests in the Disputed Claims Reserve;

12. If the First Lien Step-In Scenario does not occur, MACH Gen and Talen LC Provider (together with any affiliates of Talen LC Provider necessary to give effect thereof) shall have entered into a subordination agreement with the First

Lien Lenders regarding the Tax Allocation Claims (in form and substance acceptable to the First Lien Lenders); and

13. there shall not be in effect any (a) order, opinion, ruling, or other decision entered by any court or other Governmental Unit or (b) U.S. or other applicable law staying, restraining, enjoining, prohibiting, or otherwise making illegal the implementation of any of the transactions contemplated by the Plan.

c. Waiver of Conditions

The conditions to Confirmation and the Effective Date set forth in Article X of the Plan may be waived in whole or in part, without notice, leave, or order of the Bankruptcy Court, by: (1) if the First Lien Step-In Scenario does not occur, by the Plan Proponents, with the consent of the Support Parties, or (2) in the event of the First Lien Step-In Scenario, by the Plan Proponent.

d. Effect of Non-Occurrence of Effective Date

If it is determined by the Plan Proponents that the Effective Date shall not and cannot occur on the terms contemplated by the Plan and the Confirmation Order, the Plan shall be null and void in all respects, and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by MACH Gen, the Plan Proponents, any holders of Claims or Interests (including the Support Parties), or any other Entity; (2) prejudice in any manner the rights of MACH Gen, the Plan Proponents, any holders of Claims or Interests (including the Support Parties), or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by MACH Gen, any holders of Claims or Interests (including the Support Parties), or any other Entity, in any respect. For the avoidance of doubt, except as provided in the Restructuring Support Agreement, nothing in the Plan shall be construed as requiring termination or avoidance of the Restructuring Support Agreement upon non-occurrence of the Effective Date (subject, in all respects, to any consent, termination, or other rights of the Support Parties under the Restructuring Support Agreement) or as otherwise preventing the Restructuring Support Agreement from being effective in accordance with its terms.

10. Modification, Revocation or Withdrawal of Plan

a. Modification and Amendments

Except as otherwise specifically provided in the Plan, and subject to the terms of the Restructuring Support Agreement, the Plan Proponents reserve the right to modify the Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan and the terms of the Restructuring Support Agreement, the Plan Proponents expressly reserve their respective rights to revoke, withdraw, alter, amend, or modify the Plan with respect to each MACH Gen Entity, one or more times, after Confirmation, and to the extent necessary may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the

purposes and intent of the Plan and the Restructuring Support Agreement. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with Article XI of the Plan.

Notwithstanding anything to the contrary in the Plan or the Restructuring Support Agreement, the Plan Proponents shall not amend or modify the Plan, including, but not limited to, Article I.45 (Definition of "Exculpated Parties"), Article I.108 (Definition of "Released Claims"), Article I.109 (Definition of "Released Parties"), Article I.110 (Definition of "Releasing Parties"), Article IX.D (Releases of Released Parties), Article IX.E (Exculpation) or Article IX.F (Injunction), as it relates to any release or exculpation of, or injunction with respect to claims against, Talen, Beal Bank USA, or Beal Bank, SSB, and their respective Affiliates and each of their respective predecessors, successors and assigns, and current and former shareholders, subsidiaries, directors, officers, funds, members, employees, partners, managers, agents, representatives, principals, consultants, attorneys, and professional advisors, in their capacities as such, without Talen's or Beal Bank USA and Beal Bank, SSB's prior written consent, as applicable; provided, however that should the Court not approve Article I.45 (Definition of "Exculpated Parties") and/or Article IX.E (Exculpation) in whole or in part, such provision or provisions shall be ineffective only to the extent disapproved by the Court, without invalidating the remainder of such provision or any other provision of this Plan or the Restructuring Support Agreement (and shall not give rise to Talen, MACH Gen, LLC, the MACH Gen Entities, Beal Bank USA, or Beal Bank, SSB having a termination right under the Restructuring Support Agreement or otherwise solely as a result of such ineffectiveness of the provision or provisions in whole or in part).

b. Effect of Confirmation on Modifications

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

c. Revocation or Withdrawal of Plan

The Plan Proponents, reserve the right to revoke or withdraw the Plan with respect to any or all of the MACH Gen Entities prior to the Confirmation Date and to file subsequent plans of reorganization, subject in each instance to the Restructuring Support Agreement. If the Plan Proponents revoke or withdraw the Plan, or if Confirmation or the Effective Date does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Class of Claims), assumption of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of such MACH Gen Entity or any other Entity (including the Plan Proponents and the Support Parties); or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such MACH Gen Entity or any other Entity (including the Plan Proponents and the Support Parties).

11. Retention of Jurisdiction

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or Unsecured status, or amount of any Claim or Interest, including (a) the resolution of any request for payment of any Administrative Expense and (b) the resolution of any objections to the Secured or Unsecured status, priority, amount, or allowance of Claims or Interests;

2. decide and resolve all matters related to the granting and denying, in whole or in part, of any applications for allowance of compensation or reimbursement of expenses to Professionals pursuant to the Bankruptcy Code or the Plan;

3. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which MACH Gen is party or with respect to which MACH Gen may be liable, and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Claims for rejection damages or cure amounts pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed and (c) any dispute regarding whether a contract or lease is or was executory or expired;

4. ensure that distributions to holders of Allowed Claims and Allowed Interests are accomplished pursuant to the provisions of the Plan;

5. adjudicate, decide, or resolve any motions, adversary proceedings, contested, or litigated matters, and any other matters, and grant or deny any applications involving MACH Gen that may be pending on the Effective Date;

6. adjudicate, decide, or resolve any and all matters related to sections 1141 and 1146 of the Bankruptcy Code;

7. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;

8. enter and enforce any order for the sale or transfer of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

9. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

10. issue injunctions, enter, and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan and ensure compliance with the Plan;

11. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in Article IX of the Plan, and enter such orders as may be necessary or appropriate to implement or enforce such releases, injunctions, and other provisions;

12. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the holder of a Claim or Interest for amounts not timely repaid pursuant to Article VII.J.1 of the Plan;

13. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;

14. determine any other matters that may arise in connection with, or relate to, the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;

15. enter an order or final decree concluding or closing the Chapter 11 Cases;

16. adjudicate any and all disputes arising from or relating to distributions under the Plan;

17. adjudicate any and all disputes arising from (1) the cancellation of Interests in MACH Gen or New Harquahala, as applicable, (2) the issuance of Interests in Reorganized MACH Gen to the holders of First Lien Claims and DIP Claims or the issuance of Interests in Reorganized New Harquahala to the holders of First Lien (Term Loan) Claims, as applicable, and (3) the transfer of any other Harquahala Asset to the holders of First Lien (Term Loan) Claims;

18. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

19. determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

20. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;

21. hear and determine matters concerning state, local, federal taxes and fees in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

22. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions, and releases granted in the Plan, including under Article IX of the Plan, regardless of whether such termination occurred before or after the Effective Date;

23. enforce all orders previously entered by the Bankruptcy Court; and

24. hear any other matter not inconsistent with the Bankruptcy Code.

B. *Summary of Capitalization of Reorganized MACH Gen*

1. Description of Interests in Reorganized MACH Gen and Reorganized New Harquahala

As set forth in the Plan and described above, if the First Lien Step-In Scenario does not occur, then on the Effective Date the Interests in MACH Gen other than Interests in New Harquahala will be reinstated. Interests in New Harquahala will be cancelled and new interests in Reorganized New Harquahala will be issued to the First Lien Lenders in consideration for the First Lien Loan Reduction (subject to the terms and conditions of the Plan, including the Harquahala Reorganization Annex, and the New First Lien Facilities).

In the event the First Lien Step-In Scenario occurs, on the Effective Date the Interests in MACH Gen other than Interests in New MACH Gen, LLC will be reinstated. In such case, Interests in New MACH Gen, LLC will be cancelled and new interests in Reorganized New MACH Gen, LLC will be issued to the First Lien Lenders.

2. Description of New First Lien Facilities

As set forth in the Plan, on the Effective Date, the Reorganized MACH Gen Entities will enter into the New First Lien Facilities, and certain distributions to holders of Allowed First Lien Revolver Claims and Allowed First Lien Term Loan Claims will be funded with the proceeds of new debt incurred pursuant to the New First Lien Facilities. Specifically, the New First Lien Revolver in an aggregate principal amount of approximately $10 million, the New Term B Loan Facility in an aggregate principal amount of approximately $448 million, and the New Term C Loan Facility in an aggregate principal amount of approximately $54 million.

The New First Lien Revolver will accrue interest at a rate of Eurodollar Rate plus 6.00% per annum (with Eurodollar Rate plus 2.50% per annum payable in cash and the remainder payable in kind as the accrual of principal of the New Term C Loan Facility), the New Term B Loan Facility will accrue interest at a rate of the Eurodollar Rate plus 6.00% per annum (with Eurodollar Rate plus 2.50% per annum payable in cash and the remainder payable in kind as the accrual of principal of the New Term C Loan Facility), and the New Term C Loan Facility will accrue interest at a rate of Eurodollar Rate plus 6.00% per annum (payable in kind as the accrual of principal of the New Term C Loan Facility). Interest payable in respect of each New First Lien Facility will be paid quarterly in cash (other than interest payable in kind which will be

added to the principal amount of the New Term C Loan Facility). Interest payable in kind may, at the option of the borrower, be paid in cash. Beginning on the quarterly payment date for the third quarter of 2019, each third quarter interest payment will include an additional "true up" payment such that the realized effective rate of cash payments since the last payment in full under the First Lien Credit Facilities and the preceding "true up" payment, as applicable, will have been a rate of Eurodollar Rate plus 4.00% per annum.

The First Lien Lenders under the New First Lien Facilities will cause certain letter-of-credit issuing banks to issue letters of credit to satisfy certain credit support obligations of New MACH Gen and the guarantors. Drawings on such letters of credit, in certain circumstances, will be reimbursed with proceeds delivered pursuant to the New LC Support Agreement. Drawings on such letters of credit will not be reimbursed through loans under the New First Lien Revolver. New MACH Gen will pay the First Lien Lenders a letter of credit fee equal to Eurodollar Rate + 2.00% on drawn and, in certain circumstances, undrawn amounts of the letters of credit, plus any fronting fees payable to such letter-of-credit issuing banks.

The New First Lien Facilities will mature on the fifth anniversary of the Effective Date.

New MACH Gen will act as borrower under the New First Lien Facilities, with MACH Gen GP, Millennium Power, and New Athens as guarantors. As security for the obligations arising under the New First Lien Facilities, MACH Gen, LLC, New MACH Gen and the guarantors will grant first priority liens and security interests in substantially all of their assets and property, including the property of and equity interests in New Mach Gen, MACH Gen GP, Millennium Power, and New Athens.

The form of new First Lien Credit and Guaranty Agreement that will govern the New First Lien Facilities is attached as Exhibit L to the Restructuring Support Agreement.

3. Description of New Second Lien Facility

As set forth in the Plan, on the Effective Date, the Reorganized MACH Gen Entities will also enter into the New Second Lien Facilities provided by Talen Lender and Talen L/C Provider. Specifically, the approximately $25 million New Second Lien Term Loan Facility and the New Second Lien L/C Facility will comprise the New Second Lien Facilities.

The New Second Lien Term Loan Facility will accrue interest at a rate of Eurodollar Rate plus 9.00% per annum, all of which will be paid in kind by increasing the principal amount of the New Second Lien Term Loan Facility. The New Second Lien Term Loan Facility will mature on March 31, 2024. New MACH Gen will act as borrower under the New Second Lien Term Loan Facility.

The form of Second Lien Credit and Guaranty Agreement that will govern the New Second Lien Term Loan Facility is attached as Exhibit M-1 to the Restructuring Support Agreement.

The New Second Lien L/C Facility will be used to cash collateralize letters of credit issued under the New First Lien Facilities. Reorganized MACH Gen will pay the Talen L/C Provider a letter of credit fee equal to Eurodollar Rate + 2.00% on the undrawn amount of the

letters of credit, plus any additional fees, charges, etc. incurred by the Talen L/C Provider in providing the letters of credit. Reorganized MACH Gen will also pay the Talen L/C Provider interest equal to Eurodollar Rate + 2.00% on the drawn amount of the letters of credit, plus any additional interest, fees, etc. incurred by the Talen L/C Provider in funding such drawn amount. Following the satisfaction of all obligations under the New First Lien Facilities, Reorganized MACH Gen is required to reimburse the Talen L/C Provider for all amounts drawn under the letters of credit.

The form of the L/C Support Agreement that will govern the New Second Lien L/C Facility is attached as Exhibit M-2 to the Restructuring Support Agreement.

MACH Gen GP, Millennium Power, and New Athens will act as guarantors of the obligations under the New Second Lien Term Loan Facility and the New Second Lien L/C Facility. As security for the obligations arising under the New Second Lien Term Loan Facility and the New Second Lien L/C Facility, MACH Gen, LLC, New MACH Gen and the guarantors will grant second priority liens and security interests in substantially all of their assets and property, including the property of and equity interests in New MACH Gen, MACH Gen GP, Millennium Power, and New Athens.

SECTION V.
VOTING PROCEDURES AND REQUIREMENTS

This Section describes in summary fashion the procedures and requirements that have been established for voting on the Plan. If you are entitled to vote to accept or reject the Plan, you should receive a ballot for the purpose of voting on the Plan. If you hold Claims or Interests in more than one Class and you are entitled to vote such Claims or Interests in more than one Class, you will receive separate ballots, which must be used for each separate Class of Claims or Interests. If you are entitled to vote and did not receive a ballot, received a damaged ballot, or lost your ballot please contact the Voting Agent by e-mail at newmachgenballots@primeclerk.com or by phone at 844-242-7491 (domestic / toll free) or 929-333-8974 (international / toll).

Before voting to accept or reject the Plan, each eligible holder of a Claim or Interest should carefully review the Plan attached hereto as Exhibit A and described in Section IV herein entitled, "Joint Prepackaged Chapter 11 Plan."

A. *Voting Deadline*

To be considered for purposes of accepting or rejecting the Plan, all ballots must be **actually received** by the Voting Agent no later than the Voting Deadline of **5:00 p.m., prevailing Eastern Time, on June 5, 2018**, unless MACH Gen extends the Voting Deadline. **MACH Gen expressly reserves the absolute right to extend, by oral or written notice to the Voting Agent, the period of time (on a daily basis, if necessary) during which ballots will be accepted for any reason, until the necessary ballots have been received. MACH Gen will not have any obligation to publish, advertise, or otherwise communicate any such extension. There can be no assurance that MACH Gen will exercise any right to extend the solicitation period and deadline for the receipt of ballots.**

Except to the extent requested by MACH Gen, in its sole discretion, or as permitted by the Bankruptcy Court pursuant to Bankruptcy Rule 3018, ballots received by the Voting Agent after the Voting Deadline will not be counted or otherwise used in connection with MACH Gen's request for confirmation of the Plan (or any permitted modification thereof).

IF SUBMITTING ITS BALLOT BY OVERNIGHT MAIL OR HAND DELIVER, THE VOTING CREDITOR MUST SEND ITS COMPLETED BALLOT TO THE FOLLOWING ADDRESS:

New MACH Gen Ballot Processing
c/o Prime Clerk LLC
830 3rd Avenue, 3rd Floor
New York, NY 10022

IF SUBMITTING ITS BALLOT ELECTRONICALLY, THE VOTING CREDITOR MUST COMPLETE AND SUBMIT ITS BALLOT THROUGH THE VOTING AGENT'S ONLINE PORTAL AT HTTPS://CASES.PRIMECLERK.COM/NEWMACHGENBALLOTS BY FOLLOWING THE INSTRUCTIONS THEREON.

You must complete and return your original ballot(s). Ballots validly submitted through the Voting Agent's online voting portal will be deemed to be original ballots. Votes may not be transmitted orally or by facsimile. Accordingly, you are urged to return your signed and completed ballot(s) promptly.

B. *Voting Record Date*

Consistent with the provisions of Bankruptcy Rule 3018(b), MACH Gen has fixed June 4, 2018 as the "Voting Record Date" for the determination of holders of record of Claims or Interests entitled to vote to accept or reject the Plan. Only holders of record are entitled to vote to accept or reject the Plan.

C. *Parties Entitled to Vote*

Under the provisions of the Bankruptcy Code, not all parties-in-interest are entitled to vote on a chapter 11 plan. Creditors or equity interest holders whose claims or interests are not Impaired by a plan are deemed to accept the plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote. Under section 1124 of the Bankruptcy Code, a class of claims or interests is deemed to be "Impaired" under a plan unless (1) the plan leaves unaltered the legal, equitable, and contractual rights to which such claim or interest entitles the holder thereof or (2) notwithstanding any legal right to an accelerated payment of such claim or interest, the plan cures all existing defaults (other than defaults resulting from the occurrence of events of bankruptcy) and reinstates the maturity of such claim or interest as it existed before the default.

Creditors and equity interest holders whose claims or interests are Impaired by a plan, but who will receive no distribution under a plan, are also not entitled to vote because they are deemed to have rejected the plan pursuant to section 1126(g) of the Bankruptcy Code.

As mentioned above, this Disclosure Statement and other Solicitation Package materials are being furnished prior to the commencement of the Chapter 11 Cases, and MACH Gen is soliciting votes on the Plan from the holders of Allowed Claims and Interests in Classes 3A and 3B, which Classes are deemed to be Impaired, as follows:

- Holders of Class 3A First Lien Revolver Claims whose names appear as of the Voting Record Date in the list of holders maintained by the First Lien Agent; and

- Holders of Class 3B First Lien Term Loan Claims whose names appear as of the Voting Record Date in the list of holders maintained by the First Lien Agent.

Holders of Claims that are entitled to vote should receive ballots with their Solicitation Package, which ballots should be used to submit their vote.

D. *Ballots*

Each ballot enclosed with this Disclosure Statement is marked with the Class into which the Claim or Interest has been placed under the Plan. All votes to accept or reject the Plan with respect to any Class of Claims or Interests must be cast by properly submitting the duly completed and executed form of ballot designated for such Class. Holders of Claims or Interests voting on the Plan should complete and sign their ballot(s) in accordance with the instructions thereon, being sure to check the appropriate box entitled "ACCEPT (VOTE FOR) THE PLAN" or "REJECT (VOTE AGAINST) THE PLAN." Any executed ballot that does not indicate either acceptance or rejection of the Plan, or that indicates both acceptance and rejection of the Plan, will not be counted.

To the extent a holder of Claims or Interests holds multiple Claims or Interests within a particular Class, MACH Gen may, in its discretion, instruct the Voting Agent to aggregate, to the extent possible, such holder's Claims or Interests (as applicable) for purposes of counting votes.

Ballots must be delivered to the Voting Agent, at its address set forth above, and **actually received** by the Voting Deadline. THE METHOD OF SUCH DELIVERY IS AT THE ELECTION AND RISK OF THE VOTER. If the voting creditor seeks to submit its ballot in paper copy and cannot deliver the ballot by hand, it is recommended that voters use an overnight courier with a guaranteed next day delivery or registered mail, properly insured, with return receipt requested. In all cases, sufficient time should be allowed to ensure timely delivery.

If you are entitled to vote and you did not receive a ballot, received a damaged ballot, or lost your ballot, please contact the Voting Agent by e-mail at newmachgenballots@primeclerk.com or by phone at 844-242-7491 (domestic / toll free) or 929-333-8974 (international / toll).

E. *Agreements upon Furnishing Ballots*

The delivery of a ballot to the Voting Agent by a holder of a Claim or an Interest voting to accept the Plan will constitute the agreement of such holder to accept (1) all of the terms of, and conditions to, the solicitation and (2) the terms of the Plan; provided, however, that all

parties-in-interest retain their right to object to confirmation of the Plan pursuant to section 1128 of the Bankruptcy Code in accordance with any applicable order of the Bankruptcy Court.

In addition, a vote on the Plan may be disregarded if the Bankruptcy Court determines, pursuant to section 1126(e) of the Bankruptcy Code, that it was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

F. *Withdrawal or Change of Votes on Plan*

Except as may be provided in the Restructuring Support Agreement with respect to the votes of the Support Parties, after the Voting Deadline, no vote may be withdrawn without the prior consent of MACH Gen, which consent shall be provided in MACH Gen's sole discretion.

Any holder who has submitted a properly completed ballot to the Voting Agent prior to the Voting Deadline may change its vote by submitting to the Voting Agent prior to the Voting Deadline a subsequent, properly-completed ballot for acceptance or rejection of the Plan. If more than one timely, properly-completed ballot is received with respect to the same Claim or Interest, the ballot that will be counted for purposes of determining whether sufficient acceptances required to confirm the Plan have been received will be the ballot that the Voting Agent determines in its sole discretion was the last to be received.

G. *Fiduciaries and Other Representatives*

If a ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other Entity acting in a fiduciary or representative capacity, such Entity should indicate such capacity when signing and, if requested by MACH Gen, will be required to submit proper evidence satisfactory to MACH Gen of authority to so act. Authorized signatories should submit the separate ballot of each holder for whom they are voting.

UNLESS THE BALLOT BEING FURNISHED IS **ACTUALLY RECEIVED** BY THE VOTING AGENT ON OR PRIOR TO THE VOTING DEADLINE, SUCH BALLOT WILL BE REJECTED AS INVALID AND WILL NOT BE COUNTED AS AN ACCEPTANCE OR REJECTION OF THE PLAN; PROVIDED, HOWEVER, THAT MACH GEN RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO ACCEPT AND COUNT ANY SUCH LATE BALLOT. IN NO CASE SHOULD A BALLOT BE DELIVERED TO ANY ENTITY OTHER THAN THE VOTING AGENT.

H. *Waivers of Defects, Irregularities, etc.*

Unless otherwise directed by the Bankruptcy Court, all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of ballots will be determined by MACH Gen in its sole discretion, which determination will be final and binding. As indicated above, effective withdrawals of ballots must be delivered to the Voting Agent prior to the Voting Deadline. MACH Gen reserves the absolute right to contest the validity of any such withdrawal. MACH Gen also reserves the right to reject any and all ballots not in proper form, the acceptance of which would, in the opinion of MACH Gen or its counsel, be unlawful. MACH Gen further reserves the right to waive any defects or irregularities or conditions of delivery as to any particular ballot. The interpretation (including the ballot and the applicable

instructions thereto) by MACH Gen, unless otherwise directed by the Bankruptcy Court, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with deliveries of ballots must be cured within such time as MACH Gen (or the Bankruptcy Court) determines. Neither MACH Gen nor any other person will be under any duty to provide notification of defects or irregularities with respect to deliveries of ballots, nor will any of them incur any liabilities for failure to provide such notification. Unless otherwise directed by the Bankruptcy Court, delivery of such ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) will be invalidated.

I. *Further Information, Additional Copies*

If you have any questions or require further information about the voting procedure for voting your Claim or Interest or about the Solicitation Package, or if you wish to obtain an additional copy of the Plan, this Disclosure Statement, or any exhibits to such documents (at your own expense, unless otherwise specifically required by of Bankruptcy Rule 3017(d)), please contact the Voting Agent by e-mail at newmachgeninfo@primeclerk.com or by phone at 844-242-7491 (domestic / toll free) or 929-333-8974 (international / toll).

J. *Requirements for Acceptance by Impaired Class*

1. Class of Claims

An Impaired Class of Claims shall have accepted the Plan if it is accepted by at least two-thirds in amount and more than one-half in number of the Allowed Claims in such Class that have voted on the Plan.

SECTION VI.
CONFIRMATION OF PLAN

A. *Confirmation Hearing*

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court, after appropriate notice, to hold the Confirmation Hearing. On, or as promptly as practicable after commencement of the Chapter 11 Cases, MACH Gen will request that the Bankruptcy Court schedule the Confirmation Hearing. Notice of the Confirmation Hearing will be provided to all known creditors and equity interest holders or their representatives. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice.

Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to confirmation of a plan. Any objection to confirmation of the Plan must (1) be in writing, (2) conform to the Bankruptcy Rules, (3) set forth the name of the objecting party, the nature of Claims or Interests held or asserted by the objecting party, and (4) state with particularity the legal and factual basis for the objection, and (5) be filed with the Bankruptcy Court, together with proof of service thereof, and served so as to be received no later than the date and time designated in the notice of the Confirmation Hearing.

The procedures for filing objections to confirmation of the Plan shall be determined by the Bankruptcy Court after the Chapter 11 Cases are commenced.

B. *Requirements for Confirmation of Plan – Consensual Confirmation*

At the Confirmation Hearing, the Bankruptcy Court will confirm the Plan only if all of the requirements of section 1129 of the Bankruptcy Code are met. If the Plan is accepted by all Impaired Classes of Claims and Interests (i.e., a consensual confirmation), among the requirements for confirmation are that the Plan is (1) feasible and (2) in the "best interests" of holders of Claims and Interests Impaired under the Plan.

1. Feasibility

Pursuant to section 1129(a)(11) of the Bankruptcy Code, the Bankruptcy Court must determine, among other things, that confirmation of the Plan is not likely to be followed by the liquidation or need for further financial reorganization of MACH Gen or any successors to MACH Gen under the Plan. This condition is often referred to as the "feasibility" of the Plan. MACH Gen believes that the Plan satisfies this requirement.

For purposes of determining whether the Plan meets this requirement, MACH Gen, in consultation with its financial and market advisors, has analyzed MACH Gen's ability to meet its obligations under the Plan. As part of that analysis, MACH Gen has prepared consolidated projected financial results (the "Projections") for each of the fiscal years 2018 through and including 2022. These Projections, and the assumptions on which they are based, are attached hereto as Exhibit C. The Projections relate to each of the Reorganized MACH Gen Entities other than Reorganized New Harquahala.

MACH Gen has prepared the Projections based upon certain assumptions and upon the assessments of certain market experts that it believes to be reasonable at the time of preparation. Those assumptions MACH Gen considered to be significant are described in the Projections. The Projections have not been examined or compiled by independent accountants. Many of the assumptions on which the Projections are based are subject to significant uncertainties. Inevitably, some assumptions will not materialize, and unanticipated events and circumstances may affect the actual financial results. Therefore, the actual results achieved throughout the period covered by the Projections may vary from the projected results, and the variations may be material. All holders of Claims and Interests that are entitled to vote to accept or reject the Plan are urged to examine carefully all of the assumptions on which the Projections are based in evaluating the feasibility of the Plan.

Under the Plan, New Harquahala will be transferred to the First Lien Lenders in exchange for the First Lien Loan Reduction (subject to the terms and conditions of the Plan, including the Harquahala Reorganization Annex, and the New First Term Loan). The Harquahala Facility is currently non-operational, but is nevertheless kept in a "hot idle" state whereby the plant is capable of returning to full operations in as little as 90 days. New Harquahala is expected to incur approximately $10.5 million of expenses annually to maintain this state of readiness, following which it is expected to generate cash flows sufficient to satisfy its costs and expenses. As the post-emergence owners of the Harquahala Facility, the First Lien

Lenders have indicated that they intend to provide all funds and financing necessary to satisfy Reorganized New Harquahala's post-Effective Date obligations as they come due until the Harquahala Facility is able to return to operability and profitability. Indeed, the First Lien Lenders, who, upon emergence, will be the ultimate parent of Reorganized New Harquahala, are major national banks insured by the Federal Deposit Insurance Corporation and, as of March 31, 2018, had aggregate total assets of more than $7.7 billion and total capital of more than $2.7 billion. As well-capitalized financial institutions, the First Lien Lenders are positioned and incentivized to manage Reorganized New Harquahala in both its current state and in the future as a going concern. To the extent necessary, additional evidence regarding feasibility and Reorganized New Harquahala's ability to emerge as a viable enterprise will be produced at or prior to the Confirmation Hearing.

2. Best Interests Test

Unless each Impaired Class of Claims or Interests under the Plan unanimously accepts the Plan, section 1129 of the Bankruptcy Code requires the Bankruptcy Court to determine that the Plan is in the best interests of all holders of Claims and Interests in such Classes. This "best interests" test must show that each holder of Impaired Claims or Interests receive property with a value not less than the amount such holder would receive if MACH Gen were liquidated under chapter 7 of the Bankruptcy Code. MACH Gen believes that under the Plan, holders of Impaired Claims or Interests will receive property with a value equal to or in excess of the value such holders would receive in a chapter 7 liquidation.

To estimate the potential recoveries to holders of Claims and Interests in a Chapter 7 liquidation, MACH Gen determined, as might a Bankruptcy Court conducting such an analysis, the amount of liquidation proceeds that might be available for distribution (net of liquidation-related costs) and the allocation of such proceeds among the Classes of Claims and Interests based on their relative priority as set forth in the Bankruptcy Code.

The amount of liquidation value available to holders of unsecured Claims against MACH Gen would be reduced by, first, the Claims of secured creditors to the extent of the value of their collateral and, second, the administrative expenses and priority claims allowed in chapter 7, including the costs and expenses of liquidation. Costs and other administrative expenses of a chapter 7 liquidation would include the compensation of a trustee, as well as counsel and other professionals retained by the trustee, asset disposition expenses, applicable taxes, litigation costs, all unpaid administrative expenses incurred by MACH Gen in the Chapter 11 Cases that are allowed in the chapter 7 cases, such as compensation of counsel and other professionals retained by MACH Gen and Claims arising from MACH Gen's operations during the pendency of the Chapter 11 Cases. The liquidation itself would trigger certain priority payments that otherwise would be due in the ordinary course of business. Those priority claims would be paid in full from the liquidation proceeds before the balance would be made available to pay unsecured Claims or to make any distribution in respect of Interests. The liquidation would also prompt the rejection of executory contracts and unexpired leases and thereby create a significantly greater amount of unsecured Claims.

In a chapter 7 liquidation, no junior Class of Claims or Interests may be paid unless all Classes of Claims or Interests senior to such junior Class are paid in full. Section 510(a) of the

Bankruptcy Code provides that subordination agreements are enforceable in a bankruptcy case to the same extent that such subordination agreements are enforceable under applicable non-bankruptcy law. Therefore, no Class of Claims or Interests that is contractually subordinated to another Class would receive any payment on account of its Claims or Interests, unless and until such senior Class was paid in full.

Once the Bankruptcy Court ascertains the liquidation recoveries to MACH Gen's secured and priority creditors in chapter 7, it would then determine the probable distribution to unsecured creditors from the remaining available proceeds of the liquidation. If this probable distribution has a value greater than the value of distributions to be received by the unsecured creditors under the Plan, then the Plan is not in the best interests of creditors and cannot be confirmed by the Bankruptcy Court. MACH Gen believes that the liquidation analysis attached hereto as Exhibit D (the "Liquidation Analysis") demonstrates that each holder in a Class of Impaired Claims or Interests will receive at least as much, if not more, under the Plan as such holder would receive if MACH Gen were liquidated pursuant to chapter 7. Therefore, MACH Gen believes that the Plan satisfies the requirements of the "best interests" test.

C. *Requirements for Confirmation of Plan – Non-Consensual Confirmation*

The Bankruptcy Code permits the Bankruptcy Court to confirm the Plan over the dissent of any Impaired Class of Claims or Interests as long as the standards in section 1129(b) are met. This power to confirm a plan over dissenting classes – often referred to as "cram down" – is an important part of the chapter 11 process. It assures that no single group (or multiple groups) of claims or interests can block a restructuring that otherwise meets the requirements of the Bankruptcy Code and is in the interests of the other constituents in the case.

The Bankruptcy Court may confirm the Plan over the rejection or deemed rejection by any Impaired Class of Claims or Interests if, among other requirements, the Plan "does not discriminate unfairly" and is "fair and equitable" with respect to such Class. All impaired classes of Claims or Interests have either accepted the Plan or are Consenting Parties under the Restructuring Support Agreement. MACH Gen believes that the Plan nonetheless satisfies the requirements for a nonconsensual confirmation and may be confirmed over the deemed dissent of any Impaired Class of Claims or Interests.

1. Unfair Discrimination

A plan does not discriminate unfairly against a dissenting class if its legal rights are treated in a manner consistent with the treatment of the legal rights of other classes of the same liquidation priority under non-bankruptcy law as the dissenting class. MACH Gen believes that the Plan treats each Impaired Class in a manner consistent with each other Class of equal priority and therefore satisfies the "unfair discrimination" test.

2. Fair and Equitable Test

A chapter 11 plan is only fair and equitable with respect to a dissenting class if no class senior to such dissenting class receives more than it is entitled to on account of such senior claims or interests. The "fair and equitable" test also imposes certain requirements that depend on the type of claims or interests in the dissenting class.

To be fair and equitable with respect to a dissenting class of Impaired secured creditors, a chapter 11 plan must provide that each holder in such class either (a) retains its liens on the property subject to such liens (or if sold, on the proceeds thereof) to the extent of the allowed amount of its secured claim and receives deferred cash payments having a value, as of consummation of the chapter 11 plan, of at least such allowed amount or (b) receives the "indubitable equivalent" of its secured claim.

To be fair and equitable with respect to a dissenting class of Impaired unsecured creditors, a chapter 11 plan must provide that either (a) each holder in such class receives or retains property having a value, as of consummation of the chapter 11 plan, equal to the allowed amount of its unsecured claim or (b) the holders of claims and interests that are junior to the claims of the dissenting class will not receive or retain any property under the chapter 11 plan.

To be fair and equitable with respect to a dissenting class of Impaired equity interest holders, a chapter 11 plan must provide that either (a) each holder in such class receives or retains property having a value, as of consummation of the chapter 11 plan, equal to the greater of (i) the allowed amount of any fixed liquidation preference or fixed redemption price of its interest and (ii) the value of its interest or (b) the holders of interests that are junior to the interests of the dissenting class will not receive or retain any property under the chapter 11 plan.

MACH Gen believes that the Plan does not permit holders any Class to receive more than they entitled to on account their Claims or Interests and that the Plan satisfies each other requirement of the "fair and equitable" test with respect to each Impaired Class.

SECTION VII.
VALUATION ANALYSIS

THE VALUATION INFORMATION CONTAINED IN THE FOLLOWING ANALYSIS IS NOT A PREDICTION OR GUARANTEE OF THE ACTUAL MARKET VALUE THAT MAY BE REALIZED THROUGH THE SALE OF ANY SECURITIES TO BE ISSUED PURSUANT TO THE PLAN. THIS VALUATION IS PRESENTED SOLELY FOR THE PURPOSE OF PROVIDING ADEQUATE INFORMATION AS REQUIRED BY SECTION 1125 OF THE BANKRUPTCY CODE TO ENABLE THE HOLDERS OF CLAIMS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN TO MAKE AN INFORMED JUDGMENT ABOUT THE PLAN AND SHOULD NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE, INCLUDING THE PURCHASE OR SALE OF CLAIMS AGAINST THE DEBTORS.

Solely for purposes of the Plan and this Disclosure Statement, Evercore Group L.L.C. ("Evercore"), as investment banker to the Debtors, has estimated the total enterprise value (the "Total Enterprise Value") and implied equity value (the "Equity Value") of Reorganized MACH Gen on a going concern basis and pro forma for the transactions contemplated by the Plan.

In estimating the Total Enterprise Value of the Debtors, Evercore discussed the Debtors' assets, operations and future prospects with the Debtors' senior management team, reviewed the Debtors' historical financial information, reviewed certain of the Debtors' internal financial and

operating data, reviewed the Projections, reviewed publicly available third-party information and conducted such other studies, analyses, and inquiries Evercore deemed appropriate.

The valuation analysis herein represents a valuation of Reorganized MACH Gen as the continuing operators of the businesses and assets of the Debtors, after giving effect to the transactions contemplated by the Plan (including the Harquahala Reorganization), based on the application of standard valuation techniques. The estimated values set forth herein: (a) do not purport to constitute an appraisal of the assets of Reorganized MACH Gen; (b) do not constitute an opinion on the terms and provisions or fairness from a financial point of view to any person of the consideration to be received by such person under the Plan; (c) do not constitute a recommendation to any holder of Allowed Claims as to how such person should vote or otherwise act with respect to the Plan; and (d) do not necessarily reflect the actual market value that might be realized through a sale or liquidation of Reorganized MACH Gen.

In preparing the estimates set forth below, Evercore has relied upon the accuracy, completeness, and fairness of financial and other information furnished by the Debtors. Evercore did not attempt to independently audit or verify such information, nor did it perform an independent appraisal of the assets or liabilities of Reorganized MACH Gen.

The Debtors' Projections for Reorganized MACH Gen are provided in Exhibit C. The estimated values set forth herein assume that Reorganized MACH Gen will achieve its Projections in all material respects. Evercore has relied on the Debtors' representation and warranty that the Projections (a) have been prepared in good faith; (b) are based on fully disclosed assumptions, which, in light of the circumstances under which they were made, are reasonable; (c) reflect the Debtors' best currently available estimates; and (d) reflect the good faith judgments of the Debtors. Evercore does not offer an opinion as to the attainability of the Projections. As disclosed in the Disclosure Statement, the future results of Reorganized MACH Gen are dependent upon various factors, many of which are beyond the control or knowledge of the Debtors and Evercore, and consequently are inherently difficult to project.

This report contemplates facts and conditions known and existing as of the date of the Disclosure Statement. Events and conditions subsequent to this date, including updated projections, as well as other factors, could have a substantial effect upon the Total Enterprise Value. Among other things, failure to consummate the Plan in a timely manner may have a materially negative effect on the Total Enterprise Value. For purposes of this valuation, Evercore has assumed that no material changes that would affect value will occur between the date of the Disclosure Statement and the assumed Effective Date.

The following is a summary of analyses performed by Evercore to arrive at its range of estimated Total Enterprise Value for Reorganized MACH Gen.

1. Discounted Cash Flow Analysis

The discounted cash flow analysis ("DCF") is a forward-looking enterprise valuation methodology that estimates the value of an asset or business by calculating the present value of expected future cash flows to be generated by that asset or business. Evercore's DCF analysis

used the Projections' estimated unlevered free cash flows through the period ending December 31, 2022. Evercore evaluated the unlevered free cash flows on an after-tax basis assuming that Reorganized MACH Gen is an income tax-paying entity. These after-tax unlevered free cash flows were then discounted at a range of estimated weighted average costs of capital for Reorganized MACH Gen.

The total enterprise value is then determined by calculating the present value of after-tax unlevered free cash flows over the course of the projection period with an additional estimate for the value of the asset or business beyond the projection period, known as the terminal value. In evaluating the estimated terminal value of Reorganized MACH Gen, Evercore considered two terminal value calculations: (i) the present value of the after-tax unlevered free cash flows through the estimated remaining useful life of each asset and (ii) the perpetuity growth formula.

2. Trading Multiples Analysis

The Trading Multiples Analysis is based on the total enterprise values of public-traded unregulated power generation companies operating in the U.S. Under this methodology, the total enterprise value for each selected public company is determined by examining the trading prices for the equity securities of such company in the public markets and adding the aggregate amount of outstanding net debt and preferred stock for such company. Such total enterprise values are commonly expressed as multiples of various measures of financial and operating statistics, such as EBITDA. The total enterprise value for Reorganized MACH Gen is then calculated by applying these EBITDA multiples to its projected financial metrics.

Total Enterprise Value and Implied Equity Value

The assumed range of the reorganization value, as of the assumed Effective Date, reflects work performed by Evercore on the basis of information with respect to the business and assets of the Debtors available to Evercore as of the date of the Disclosure Statement. It should be understood that, although subsequent developments may affect Evercore's conclusions, Evercore does not have any obligation to update, revise or reaffirm its estimate.

As a result of the analyses described herein, Evercore estimated the Total Enterprise Value of Reorganized MACH Gen to be approximately $570 million to $670 million, with a midpoint of $620 million as of the assumed Effective Date of August 31, 2018. Based on an assumed pro forma net debt of $527 million as of the assumed Effective Date of August 31, 2018, the Total Enterprise Value implies an Equity Value range of $43 million to $143 million, with a midpoint of $93 million.

The estimate of Total Enterprise Value set forth herein is not necessarily indicative of actual outcomes, which may be significantly more or less favorable than those set forth herein depending on the results of the Debtors' operations or changes in the financial markets. Additionally, these estimates of value represent hypothetical enterprise and equity values of Reorganized MACH Gen as the continuing operator of the Debtors' businesses and assets (subject to the Harquahala Reorganization), and do not purport to reflect or constitute appraisals, liquidation values or estimates of the actual market value that may be realized through the sale of

any securities to be issued pursuant to the Plan, which may be significantly different than the amounts set forth herein. Such estimates were developed solely for purposes of formulation and negotiation of the Plan and analysis of implied relative recoveries to creditors thereunder. The value of an operating business such as the Debtors' businesses is subject to uncertainties and contingencies that are difficult to predict and will fluctuate with changes in factors affecting the financial condition and prospects of such businesses.

Evercore's estimated valuation range of Reorganized MACH Gen does not constitute a recommendation to any holder of Allowed Claims or Interests as to how such person should vote or otherwise act with respect to the Plan. The estimated value of Reorganized MACH Gen set forth herein does not constitute an opinion as to the fairness from a financial point of view to any person of the consideration to be received by such person under the Plan or of the terms and provisions of the Plan. Because valuation estimates are inherently subject to uncertainties, none of the Debtors, Evercore or any other person assumes responsibility for their accuracy or any differences between the estimated valuation ranges herein and any actual outcome.

Evercore is acting as investment banker to the Debtors, and will not be responsible for and will not provide any tax, accounting, actuarial, legal or other specialist advice.

SECTION VIII.
CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

The following is a discussion of certain U.S. federal income tax consequences of the Plan to MACH Gen and does not address the U.S. federal income tax consequences to holders of Claims. The group of entities comprising MACH Gen are treated, for U.S. federal income tax purposes, as entities disregarded as separate from their regarded parent, MACH Gen, LLC. MACH Gen, LLC is a member of an affiliated group, of which Talen Energy Corporation is the common parent that files a U.S. federal consolidated tax return. Consequently, as further described below, any gain realized by MACH Gen, LLC in connection with transactions effectuated under the Plan would be reflected on the U.S. federal consolidated tax return of Talen Energy Corporation.

This discussion is based on the Internal Revenue Code of 1986 (as amended, the "Tax Code"), Treasury Regulations thereunder, and administrative and judicial interpretations and practice, all as in effect on the date of this Disclosure Statement and all of which are subject to change, with possible retroactive effect. Due to the lack of definitive judicial and administrative authority in a number of areas, substantial uncertainty may exist with respect to some of the tax consequences described below. No opinion of counsel has been obtained, and MACH Gen does not intend to seek a ruling from the Internal Revenue Service (the "IRS") as to any of the tax consequences of the Plan, including those items discussed below. There can be no assurance that the IRS will not challenge, or that a court will not sustain such a challenge of, one or more of the tax consequences of the Plan. Moreover, this discussion does not purport to cover all aspects of U.S. federal income taxation that may apply to MACH Gen. Additionally, this discussion does not discuss any tax consequences that may arise under any laws other than U.S. federal income tax law, including under state, local, or foreign tax law and does not address U.S. federal taxes other than income taxes.

A. *Cancellation of Debt Income*

In general, absent an exception, a debtor will realize and recognize cancellation of debt income ("COD Income") upon satisfaction of its outstanding indebtedness for total consideration less than the amount of such indebtedness. The amount of COD Income, in general, is the excess of (a) the adjusted issue price of the indebtedness satisfied, over (b) the sum of (i) the amount of cash paid, (ii) the issue price of any indebtedness received, and (iii) the fair market value of any other consideration given in satisfaction of such indebtedness at the time of the exchange. COD Income, however, does not arise in certain circumstances, including in connection with the cancellation of an obligation, the payment of which would have been deductible by the payor. A debtor will not be required to include any amount of COD Income in gross income if the debtor is under the jurisdiction of a court in a case under chapter 11 of the Bankruptcy Code and the discharge of debt occurs pursuant to that proceeding. Instead, as a consequence of such exclusion, a debtor must reduce its tax attributes by the amount of COD Income that it excluded from gross income pursuant to section 108 of the Tax Code. In general, tax attributes will be reduced in the following order: (a) net operating losses; (b) most tax credits and capital loss carryovers; (c) tax basis in assets; and (d) foreign tax credits. A debtor with COD Income may elect first to reduce the basis of its depreciable assets pursuant to section 108(b)(5) of the Tax Code.

Whether COD Income will arise in connection with the implementation of the Plan will depend, in part, on the value of the property transferred in satisfaction of a Claim and the allocation of that value between the principal amount and accrued interest on the Claim. MACH Gen does not anticipate any COD Income resulting from the transactions effectuated pursuant to the Plan.

B *Taxable Gain*

In general, a taxpayer will realize gain upon the sale or other disposition of property in an amount equal to the excess of the total consideration received, including the amount of any liabilities discharged as a result of such sale or disposition, over the taxpayer's adjusted basis in such property. For U.S. federal income tax purposes, the Harquahala Reorganization will be treated as a taxable sale, in which MACH Gen, LLC, as the regarded parent of the group of entities comprising MACH Gen, would realize gain equal to the difference between the net amount of debt discharged, for U.S. federal income tax purposes, in connection with the Harquahala Reorganization and refinancing of the prepetition First Lien Credit Facility and its adjusted basis in such property. Furthermore, such gain would be reflected on the U.S. federal consolidated tax return of Talen Energy Corporation.

ALL HOLDERS OF CLAIMS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS FOR THE U.S. FEDERAL, STATE, LOCAL, AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.

SECTION IX.
CERTAIN FEDERAL AND STATE SECURITIES LAW CONSIDERATIONS

A. *Exemption from Registration Requirements for Interests in New Harquahala*

Upon consummation of the Plan, MACH Gen will rely on section 1145 of the Bankruptcy Code to exempt the issuance or transfer of Interests in New Harquahala or New MACH Gen, as applicable, from the registration requirements of the Securities Act and of any state securities or "blue sky" laws. Section 1145 of the Bankruptcy Code exempts from registration the offer or sale of securities of a debtor or a successor to a debtor under a chapter 11 plan if such securities are offered or sold in exchange for a claim against, or interest in, or a claim for an administrative expense in a case concerning, the debtor or a successor to the debtor under the Plan. MACH Gen believes that the offer and sale of Interests in New Harquahala or New MACH Gen, as applicable, under the Plan satisfy the requirements of section 1145 and are therefore exempt from the registration requirements of the Securities Act and state securities laws.

B. *Subsequent Transfers of Interests in New Harquahala or New MACH Gen*

In general, recipients of Interests in New Harquahala or New MACH Gen, as applicable, will be able to resell such securities without registration under the Securities Act or other federal securities laws pursuant to the exemption provided by section 4(a)(1) of the Securities Act and the rules promulgated thereunder, unless the holder of such securities is an "underwriter" within the meaning of section 1145(b) of the Bankruptcy Code. In addition, such securities generally may be resold without registration under state securities laws pursuant to various exemptions provided by the respective laws of the several states. However, recipients of Interests in New Harquahala issued under the Plan are advised to consult with their own legal advisors as to the availability of any such exemption from registration under state law in any given instance and as to any applicable requirements or conditions to such availability.

Section 1145(b) of the Bankruptcy Code defines "underwriter" as one who (1) purchases a claim with a view to distribution of any security to be received in exchange for such claim, (2) offers to sell securities issued under a plan for the holders of such securities, (3) offers to buy securities issued under a plan from persons receiving such securities, if the offer to buy is made with a view to distribution, or (4) is an "issuer" of the relevant security, as such term is used in section 2(11) of the Securities Act. Under section 2(11) of the Securities Act, an "issuer" includes any "affiliate" of the issuer, which means any person directly or indirectly through one or more intermediaries controlling, controlled by, or under common control with the issuer.

To the extent recipients of Interests in New Harquahala or New MACH Gen, as applicable, are deemed to be "underwriters," the resale of such securities by such persons would not be exempted from registration by section 4(a)(1) of the Securities Act. Accordingly, the resale of such securities by such persons could only be made upon the registration of such securities in the future or an available exemption from such registration.

Notwithstanding the foregoing, statutory underwriters may be able to sell securities without registration pursuant to the resale limitations of rule 144 under the Securities Act which, in effect, permit the resale of securities received by statutory underwriters pursuant to a chapter 11 plan, subject to applicable volume limitations, public information, notice, and manner of sale requirements and certain other conditions. Parties who believe they may be statutory underwriters as defined in section 1145 of the Bankruptcy Code are advised to consult with their own legal advisors as to the availability of the exemption provided by rule 144 under the Securities Act.

GIVEN THE COMPLEX NATURE OF THE QUESTION OF WHETHER A PARTICULAR PERSON MAY BE AN "UNDERWRITER" WITH RESPECT TO INTERESTS IN NEW HARQUAHALA, MACH GEN MAKES NO REPRESENTATIONS CONCERNING THE RIGHT OF ANY PERSON TO TRADE SUCH SECURITIES UNDER THE PLAN. MACH GEN RECOMMENDS THAT HOLDERS OF CLAIMS AND INTERESTS CONSULT THEIR OWN COUNSEL CONCERNING WHETHER THEY MAY FREELY TRADE SUCH SECURITIES WITHOUT REGISTRATION UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS.

SECTION X.
RISK FACTORS

The implementation of the Plan and the transfer of Interests in New Harquahala or Interests in New MACH Gen are subject to a number of material risks, including those summarized below. However, this summary of risks and considerations is not exhaustive. Prior to deciding whether and how to vote on the Plan, holders of Claims or Interests entitled to vote should read and consider carefully all of the information in the Plan and this Disclosure Statement, as well as all other information referenced or incorporated by reference into this Disclosure Statement.

These risk factors contain certain statements that are "forward-looking statements." These statements are subject to a number of assumptions, risks, and uncertainties, many of which are beyond the control of MACH Gen, including the implementation of the Plan, the continuing availability of sufficient borrowing capacity or other financing to fund operations, the effect of the reorganization on customers, suppliers, and vendors, fluctuations in raw material (including but not limited to, gas, coal, electricity, and other energy commodities) prices and other costs, downturns in industrial production, housing, and construction, the consumption of durable and nondurable goods, the degree and nature of competition, increases in insurance costs, changes in government regulations, changes in the application or interpretation of those regulations, changes in the systems, personnel, technologies, or other resources MACH Gen devotes to compliance with regulations, MACH Gen's ability to complete acquisitions and successfully integrate the operations of acquired businesses, terrorist actions or acts of war, operating efficiencies, labor relations, property tax assessments, and other market and competitive conditions. Holders of Claims and Interests are cautioned that the forward-looking statements speak as of the date made and are not guarantees of future performance. Actual results or developments may differ materially from the expectations expressed or implied in the forward-looking statements. No party, including, without limitation, MACH Gen, Reorganized MACH Gen, Reorganized New

Harquahala or Beal Bank USA and Beal Bank, SSB (in their capacity as Plan Proponents), undertakes an obligation to update any such statements.

A. *Certain Bankruptcy Law Considerations*

We cannot predict the amount of time needed in chapter 11 to implement the Plan, and lengthy chapter 11 cases could disrupt our businesses, as well as impair prospects for reorganization on terms contained in the Plan and possibly provide an opportunity for other plans to be proposed.

MACH Gen cannot be certain that the Chapter 11 Cases, commenced solely for the purpose of implementing the Plan, would be of relatively short duration and would not unduly disrupt its businesses. It is impossible to predict with certainty the amount of time needed in bankruptcy, and MACH Gen cannot be certain that the Plan would be confirmed. Moreover, the Bankruptcy Code limits the time during which a debtor has an exclusive right to file a plan before other proponents can propose and file their own plan.

Lengthy chapter 11 cases would also involve additional expenses and divert the attention of management from operation of the businesses, as well as create concerns for personnel, vendors, and customers. The disruption that lengthy chapter 11 cases would inflict upon MACH Gen's businesses would increase with the length of time needed to complete the Restructuring, and the severity of that disruption would depend upon the attractiveness and feasibility of the Plan from the perspective of the constituent parties, including critical vendors, personnel, and customers. Significant delay may result in the termination of the Restructuring Support Agreement due to missed milestones or other termination events, to the extent MACH Gen is unable to obtain waivers or amendments from the relevant Support Parties.

If MACH Gen is unable to obtain confirmation of the Plan on a timely basis for any reason, MACH Gen may be forced to operate in chapter 11 for an extended period while trying to develop a different chapter 11 plan that can be confirmed. Protracted chapter 11 cases would increase both the probability and the magnitude of the adverse effects described above.

We may be unable to obtain confirmation of the Plan.

Although MACH Gen believes that the Plan will satisfy all requirements for confirmation under the Bankruptcy Code, there can be no assurance that the Bankruptcy Court will reach the same conclusion. Moreover, there can be no assurance that modifications to the Plan will not be required for confirmation or that such modifications would not be sufficiently material as to necessitate the re-solicitation of votes on the Plan.

If the Plan is not confirmed, there can be no assurance the Chapter 11 Cases will continue rather than be converted into chapter 7 liquidation cases or that any alternative chapter 11 plan or plans would be on terms as favorable to the holders of Claims and Interests as the terms of the Plan. If a liquidation or protracted reorganization of MACH Gen's bankruptcy estates were to occur, there is a substantial risk that MACH Gen's going-concern value would be substantially eroded to the detriment of all stakeholders.

The Effective Date may not occur.

Although MACH Gen believes the Effective Date may occur shortly after the Confirmation Date and receipt of regulatory approvals, there can be no assurance as to such timing. The occurrence of the Effective Date is also subject to certain conditions precedent as set forth in Article X of the Plan. Failure to meet any of these conditions could result in the Plan not being consummated.

If the Effective Date does not occur, the Plan shall be null and void in all respects, and nothing contained in the Plan or this Disclosure Statement shall: (a) constitute a waiver or release of any claims by MACH Gen, any holders of Claims or Interests (including the Support Parties), or any other Entity; (b) prejudice in any manner the rights of MACH Gen, any holders of Claims or Interests (including the Support Parties), or any other Entity; or (c) constitute an admission, acknowledgment, offer, or undertaking by MACH Gen, any holders of Claims or Interests (including the Support Parties), or any other Entity, in any respect.

If the Effective Date of the Plan does not occur, there can be no assurance that the Chapter 11 Cases will continue rather than be converted into chapter 7 liquidation cases or that any alternative chapter 11 plan or plans would be on terms as favorable to the holders of Claims and Interests as the terms of the Plan. If a liquidation or protracted reorganization of MACH Gen's Estates were to occur, there is a substantial risk that MACH Gen's going-concern value would be eroded to the detriment of all stakeholders.

We may be unsuccessful in obtaining first-day orders to authorize payment to key creditors in the ordinary course of business.

There can be no guaranty that MACH Gen will be successful in obtaining the necessary approvals of the Bankruptcy Court to authorize payment of accounts payable to key creditors in the ordinary course of business. As a result, MACH Gen may be unable to make certain prepetition payments to customers, vendors, and other key creditors, in which case the businesses may suffer.

B. *Business-Related Risks*

The announcement of the Restructuring could adversely affect the value of our businesses.

It is possible that announcement of the Restructuring or the filing of the Chapter 11 Cases could adversely affect MACH Gen's operations and relationships with third parties. Due to uncertainties, many risks exist, including the following:

- customers could switch to competitors;
- personnel may be distracted from performance of their duties or more easily attracted to other employment opportunities, including with their competitors;
- customers may delay making payments;

- although the Plans provides for payment in full of General Unsecured Claims, general unsecured creditors may suspend or terminate their relationship with MACH Gen, exercise rights of set-off or similar remedies, further restrict ordinary credit terms, or require guarantee of payment;

- business partners could terminate their relationship or require financial assurances or enhanced performance;

- trade creditors could require payment in advance or cash on delivery;

- the ability to renew existing contracts and compete for new business may be adversely affected;

- competitors may take business away from MACH Gen; and

- insurance policies may be more difficult or expensive to obtain.

A delay in completing the Restructuring may result in the same adverse consequences. The occurrence of one or more of these events could have a material and adverse effect on the financial condition, operations, and prospects of MACH Gen and the value of its existing interests and debt.

Because wholesale power prices are subject to extreme volatility, the revenues that we generate are subject to significant fluctuations.

MACH Gen must sell all or a portion of the electrical energy, capacity, and other products from the Facilities into wholesale power markets. The prices of such energy products in those markets are influenced by many factors outside of its control, including fuel prices, energy prices, capacity prices, transmission constraints and prices, supply and demand, weather, economic conditions, and the rules, regulations, and actions of the system operators and regulatory regimes in those markets. In addition, unlike most other commodities, electric energy, for the most part, cannot be stored and therefore must be produced concurrently with its use. As a result, the wholesale power markets are subject to significant price fluctuations over relatively short periods of time and can be unpredictable.

Competition in wholesale power markets may have a material adverse effect on our financial condition, results of operations, and cash flows.

MACH Gen has numerous competitors, and additional competitors may enter the industry. MACH Gen's power generation businesses compete with other non-utility generators, regulated utilities, unregulated subsidiaries of regulated utilities, other energy service companies, and financial institutions in the sale of electric energy, capacity, and ancillary services, as well as in the procurement of fuel, transmission, and transportation services. Moreover, aggregate demand for power may be met by generation capacity based on several competing technologies, as well as power generating facilities fueled by alternative or renewable energy sources, including hydroelectric power, synthetic fuels, solar, wind, wood, geothermal, waste heat, and

solid waste sources. Regulatory initiatives designed to enhance renewable generation could increase competition from these types of facilities.

MACH Gen also competes against other energy merchants on the basis of their relative operating skills, financial position, and access to credit sources. Electric energy customers, wholesale energy suppliers, and transporters often seek financial guarantees, credit support such as letters of credit, and other assurances that energy contracts will be satisfied. Companies with which MACH Gen competes may have greater resources in these areas or lower costs of service than MACH Gen.

Other factors may contribute to increased competition in wholesale power markets. New forms of capital and competitors have entered the industry in the last several years, including financial investors who perceive that asset values are at levels below their true replacement value. As a result, a number of generation facilities in the United States are now owned by lenders and investment companies with a lower cost basis than the original construction costs. Furthermore, mergers and asset reallocations in the industry could create powerful new competitors. Under any scenario, MACH Gen anticipates that it will face competition from numerous companies in the industry, some of which have superior capital structures.

Moreover, many companies in the regulated utility industry, with which the wholesale power industry is closely linked, are also restructuring or reviewing their strategies. Several of those companies have discontinued or are discontinuing their unregulated activities and are seeking to divest or spin-off their unregulated subsidiaries. Some of those companies have had, or are attempting to have, their regulated subsidiaries acquire assets out of their or other companies' unregulated subsidiaries. This may lead to increased competition between the regulated utilities and the unregulated power producers within certain markets. To the extent competition increases, MACH Gen's financial condition, results of operations, and cash flows may be materially adversely affected.

We may not successfully manage risks associated with the wholesale power markets if a sufficient amount of working capital and collateral are not retained in the businesses to manage and mitigate operational and market risk.

MACH Gen is exposed to market risks through its power marketing business and energy management arrangements, which involve the sale of energy and capacity and the procurement of fuel and emission allowances. MACH Gen buys and sells forward contracts and options in transactions identified by the energy managers and buys and sells its energy, capacity, and other energy products into spot markets. In addition, MACH Gen procures fuel and emission allowances for the Facilities in spot and forward markets and on exchanges. Without a sufficient amount of working capital and collateral to post as performance guarantees or margin, MACH Gen may not be able to effectively manage this price volatility and may not be able to successfully manage the other risks associated with trading in energy markets, including the risk that counterparties may not perform or refuse to continue to do business with MACH Gen.

Our competitors may be less sensitive to the risks associated with the wholesale power markets.

Many of MACH Gen's competitors, particularly in the Desert Southwest, derive revenue from sources other than wholesale power, such as sales of power to retail customers at cost-of-service regulated rates and power purchase contracts. As a result, fluctuations in wholesale energy prices and related costs may disproportionately impact the profitability of MACH Gen as compared to its competitors.

Operation of power generation facilities involves significant risks, which cannot always be covered by insurance or contractual protections.

The operation of power generation, thermal energy production, transmission, and resource recovery facilities involve many risks, including supply interruptions, work stoppages, labor disputes, safety-related concerns social unrest, weather interferences, unforeseen engineering, environmental and geological problems, and unanticipated cost overruns on maintenance and refurbishment projects.

The ongoing operation of the Facilities involves all of the risks described above, in addition to risks relating to the breakdown or failure of equipment or processes and performance below expected levels of generation output or efficiency. New plants may employ recently developed and technologically complex equipment, especially in the case of newer environmental emission control technology. The Facilities cannot operate without certain critical components that, if they failed, could take over a year to replace. While MACH Gen maintains insurance, obtains warranties from vendors, and obligates contractors to meet certain performance levels, the proceeds of such insurance, warranties, or performance guarantees may not be timely received or adequate to cover lost revenues, increased expenses, or liquidated damages payments. Any of these risks could cause MACH Gen to operate below expected capacity levels, which in turn could result in lost revenues, increased expenses, higher maintenance costs, and penalties. As a result, the Facilities may operate at a loss or MACH Gen may be unable to fund principal and interest payments under the Facilities or certain other project financing agreements, which may result in a default under such indebtedness.

We are exposed to the risk of natural gas and transportation cost increases and interruption in fuel supply because our facilities generally do not have long-term natural gas supply agreements.

MACH Gen's power generation facilities that sell energy into the wholesale power markets primarily purchase natural gas on the spot market. Even though MACH Gen attempts to hedge its known fuel requirements, it still may face the risk of supply interruptions and some fuel price volatility. The price MACH Gen can obtain for the sale of energy may not rise at the same rate, or may not rise at all, to match a rise in fuel costs. This may have a material adverse effect on its financial performance.

We often rely on single suppliers, exposing us to significant financial risks if they should fail to perform their obligations.

MACH Gen often relies on a single supplier for the provision of water and other services required for operation of a facility and its energy managers are the sole counterparties for the

provision of natural gas and sole overseers of the sale of electricity and ancillary services generated at the Facilities. MACH Gen also relies on single providers for (i) parts and service for its combustion turbine generators and (ii) operations and maintenance services. The failure of any one supplier to fulfill its contractual obligations in connection with any Facility could have a material adverse effect on such Facility's (and MACH Gen's) financial results. Consequently, the financial performance of any such facility is dependent on the continued performance by suppliers of their obligations and, in particular, on the credit quality of the project's suppliers.

We do not own or control significant transmission facilities required to sell wholesale power from our generation facilities.

MACH Gen depends on dedicated, non-redundant transmission facilities owned and operated by ISOs and other third parties to sell wholesale power from the Facilities. ISOs provide transmission services, administer transparent and competitive power markets, and maintain system reliability. Many of these ISOs operate in the realtime and day-ahead markets in which MACH Gen sells energy. These transmission facilities may fail and would require extended periods for repair. If service from these third-party owned transmission facilities is unavailable or disrupted, or if the transmission capacity infrastructure is inadequate, MACH Gen's ability to sell and deliver wholesale power may be materially adversely affected.

Wholesale electric markets are highly structured and regulated and subject to frequent change that can materially affect our revenues.

Because the transmission facilities used by MACH Gen are operated by ISOs and other third parties, they are subject to changes in structure and operation and impose various pricing limitations. These changes and pricing limitations may affect the products that MACH Gen is permitted to sell, the price and terms on which the Facilities' output can be sold, and MACH Gen's ability to deliver power to the market that would, in turn, adversely affect the profitability of its generation facilities. The ISOs that oversee most of the wholesale power markets impose, and in the future may continue to impose, offer caps and other mechanisms to guard against the potential exercise of market power in these markets as well as price limitations. These types of price limitations and other regulatory mechanisms may adversely affect the profitability of MACH Gen's generation facilities that sell energy and capacity into the wholesale power markets.

Rules governing the various regional power markets may also change from time to time, which could affect MACH Gen's costs or revenues. Furthermore, the rates for transmission capacity from these facilities are set by others and thus are subject to change, some of which could be significant. As a result, MACH Gen's financial condition, results of operations, and cash flows may be materially adversely affected.

We are subject to competitive pressures in the Desert Southwest power market.

In the Desert Southwest power market where the Harquahala Facility operates, the facility must provide its own operating reserves to support firm power sales. While this does not generally present a problem during peak summer months, MACH Gen is placed at a competitive

disadvantage during non-peak months, operating as a lone asset. During non-peak months, MACH Gen operates only one of the Harquahala Facility's generation units and provides unit contingent power, while the remaining units are kept idle. Because demand for unit contingent power is relatively low, such unit contingent power sells at a significant discount to firm power and is potentially subject to further demand and price deterioration.

In addition, the region served by the Harquahala Facility is exclusively a bilateral market, and, as such, the Facility does not enjoy the benefits provided by certain centralized markets, such as the ISOs. The bilateral market can result in less market transparency, greater uneconomic dispatch by fully integrated load serving entities with their own generation resources, and other preferential treatment of utility owned assets.

Inability to consummate the Harquahala Reorganization

Certain risk factors exist with respect to the closing of the Harquahala Reorganization. For example, there are numerous conditions to closing the Harquahala Reorganization that are out of MACH Gen's control, including receiving approval of the Harquahala Reorganization from the Federal Energy Regulatory Commission. Failure to timely achieve such closing conditions could prevent closing of the transfer. Such a result could significantly delay the consummation of the Plan or result in the Plan not being consummated.

C. *Regulatory Risks*

MACH Gen's businesses are subject to extensive energy, environmental, and other laws and regulations of federal, state, and local authorities. MACH Gen is generally required to obtain and comply with a wide variety of licenses, permits, and other approvals in order to operate the Facilities. MACH Gen may incur significant additional costs because of its compliance with these requirements. If it fails to comply with these requirements, it could be subject to civil or criminal liability and the imposition of liens or fines. In addition, existing regulations may be revised or reinterpreted, new laws and regulations may be adopted or become applicable to MACH Gen or its Facilities, and future changes in laws and regulation may have a detrimental effect on its businesses. Furthermore, with the continuing trend toward stricter standards, greater regulation, more extensive permitting requirements, MACH Gen expects its environmental expenditures may be substantial in the future.

The acquisition of Interests in New Harquahala, including through the Plan, may be subject to regulatory restrictions.

The acquisition of Interests in New Harquahala, including through the Plan and the Harquahala Reorganization, may be subject to compliance with regulatory requirements and/or prior regulatory approvals by the holder or acquirer of Interests in New Harquahala. Such regulatory approvals may include, without limitation, Federal Energy Regulatory Commission authorization under section 203 of the Federal Power Act, Federal Communications Commission authorization with respect to change in control over wireless radio licenses, and approvals from any other applicable regulatory body or bodies. The applicability of regulatory approvals may depend on the amount of Interests in New Harquahala to be acquired. The ability to obtain regulatory approvals may depend upon the business activities of the proposed acquirers of

Interests in New Harquahala, and the affiliates of such proposed acquirers, and in particular upon holdings of or interests in electric power generation or transmission facilities or other energy infrastructure. Regulatory approvals may be denied, conditioned, or delayed and may not be available. Denial, condition or delay could prevent a proposed holder from acquiring Interests in New Harquahala. Additionally, the Plan will not be consummated unless appropriate and necessary regulatory approvals are received.

A holder or acquirer of Interests in New Harquahala should consult with its own legal counsel with regard to compliance with and/or obtaining appropriate regulatory approvals. The acquisition of Interests in New Harquahala prior to obtaining and/or complying with any necessary regulatory approvals may result in liability including potentially substantial civil penalties.

D. *Other Risks*

The DIP Facility and/or New Financing Facilities may not become available to us.

On or shortly after the Petition Date, MACH Gen intends to ask the Bankruptcy Court to authorize the DIP Facility to provide for funding during the Chapter 11 Cases. The DIP Facility is intended to provide liquidity to MACH Gen during the pendency of the Chapter 11 Cases. There can be no assurance that the Bankruptcy Court will approve the DIP Facility on the terms requested by MACH Gen. Moreover, if the Chapter 11 Cases take longer than expected to conclude, MACH Gen may exhaust its financing. There is no assurance that it will be able to obtain additional financing from its existing lenders or otherwise. In either such case, the liquidity necessary for the orderly functioning of MACH Gen's businesses may be materially impaired.

In addition, the DIP Facility Agreement and the New Facilities Agreements include various conditions to closing. Accordingly, MACH Gen cannot give assurances that the DIP Facility or the New Financing Facilities will be consummated. In the event either of these facilities are not consummated, and MACH Gen is unable to promptly obtain replacement facilities, the ability of MACH Gen to confirm the Plan will be materially and adversely affected.

Even if the DIP Facility Agreement and the New Facilities Agreements are entered into, any inability of Reorganized MACH Gen to remain in compliance with its covenants thereunder could restrict the ability of Reorganized MACH Gen to fully access the maximum amount that may be borrowed under the DIP Facility Agreement and the New Facilities Agreements. While MACH Gen believes this risks are mitigated in part by the fact that the DIP Facility and New Financing Facilities are expected to be provided by the Consenting First Lien Holders and the Consenting Equity Holders, these uncertainties with respect to the DIP Facility Agreement and the New Facilities Agreements may nonetheless adversely affect the success of Reorganized MACH Gen.

The extent of leverage may limit Reorganized MACH Gen's ability to obtain additional financing.

Although the Plan will result in the elimination of debt, Reorganized MACH Gen will continue to have a significant amount of indebtedness after the Effective Date.

Such levels of indebtedness may limit the ability of Reorganized MACH Gen to obtain additional financing for working capital, capital expenditures, debt service requirements, and general corporate or other purposes. Such levels of indebtedness may also limit the ability of Reorganized MACH Gen to adjust to changing market conditions and to withstand competitive pressures, possibly leaving Reorganized MACH Gen vulnerable in a downturn in general economic conditions or in its business, or unable to carry out necessary maintenance or capital spending.

Our Projections and other financial information are based on assumptions that may prove incorrect.

The Projections and other financial information contained herein reflect numerous assumptions concerning the anticipated future performance of Reorganized MACH Gen, some of which may not materialize, including the projected prices of electricity and natural gas.

The financial information contained in this Disclosure Statement, other than that in **Exhibit E**, has not been audited. In preparing this Disclosure Statement, MACH Gen has relied on financial data derived from its books and records that was available at the time of such preparation. Although MACH Gen has exercised its reasonable business judgment to ensure the accuracy of the financial information provided herein, and while MACH Gen believes that such financial information fairly reflects its financial results, MACH Gen is unable to warrant or represent that the financial information contained herein is without inaccuracies.

The Projections are, by their nature, forward-looking, and necessarily based on certain assumptions or estimates that are beyond MACH Gen's control and may ultimately prove to be incorrect. The actual future financial results of Reorganized MACH Gen may turn out to be materially different from the Projections. As discussed above, the wholesale power markets are volatile and MACH Gen's operations are subject to inherent uncertainties and risks, all of which make accurate forecasting very difficult. In preparing the Projections, MACH Gen has relied upon the expertise of Evercore to assess and evaluate many of those uncertainties and risks on a prospective basis, and there can be no assurances that such prospective assessments will ultimately prove to be accurate.

It was assumed in the preparation of the Projections and other financial information contained herein that the historical book value of MACH Gen's assets as of September 30, 2017 approximates those assets' fair value, except for specific adjustments.

Historical financial information may not be comparable.

As a result of the consummation of the Plan and the transactions contemplated thereby, the financial condition and results of operations of Reorganized MACH Gen from and after the Effective Date may not be comparable to the financial condition or results of operations reflected in MACH Gen's historical financial statements.

SECTION XI.
ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF PLAN

If the Plan is not confirmed, the alternatives include (a) liquidation of MACH Gen under chapter 7 or chapter 11 of the Bankruptcy Code and (b) continuation of the Chapter 11 Cases and formulation of an alternative plan or plans of reorganization. Each of these possibilities is discussed in turn below.

A. *Liquidation Under Chapter 7 or Chapter 11*

If the Plan is not confirmed, the Chapter 11 Cases could be converted to liquidation cases under chapter 7 of the Bankruptcy Code. In chapter 7, a trustee would be appointed to promptly liquidate the assets of MACH Gen.

Although it is impossible to predict precisely how the proceeds of a liquidation would be distributed to the respective holders of Claims or Interests, MACH Gen believes that in a chapter 7 liquidation, before creditors received any distributions, additional administrative expenses involved in the appointment of a trustee and attorneys, accountants, and other professionals to assist such trustee, along with an increase in expenses associated with an increase in the number of unsecured Claims that would be expected, would cause a substantial diminution in the value of the Estates. The assets available for distribution to creditors and equity interest holders would be reduced by such additional expenses and by Claims, some of which would be entitled to priority, which would arise by reason of the liquidation and from the rejection of leases and other executory contracts in connection with the cessation of MACH Gen's operations and the failure to realize the greater going concern value of MACH Gen's assets.

MACH Gen could also be liquidated pursuant to the provisions of a chapter 11 plan. In a liquidation under chapter 11, MACH Gen's assets could be sold in a more orderly fashion over a longer period of time than in a chapter 7 liquidation. Thus, a chapter 11 liquidation might result in larger recoveries than in a chapter 7 liquidation, but the delay in distributions could result in lower present values being received and higher administrative costs. Because a trustee is not required in a chapter 11 liquidation, expenses for professional fees could be lower than in a chapter 7 liquidation, in which a trustee must be appointed. However, the drafting and pursuit of a liquidation plan and its balloting and tabulation would result in additional administrative costs. Any distributions to the holders of Claims under a chapter 11 liquidation plan probably would be delayed substantially.

It is highly unlikely that Interest holders would receive any distribution in a liquidation under either chapter 7 or chapter 11.

Although a chapter 11 liquidation is preferable to a chapter 7 liquidation, MACH Gen believes that any liquidation is a much less attractive alternative for creditors and equity interest holders than the Plan because of the greater recoveries MACH Gen anticipates will be provided by the Plan. MACH GEN BELIEVES THAT THE PLAN AFFORDS SUBSTANTIALLY GREATER BENEFITS TO HOLDERS OF CLAIMS AND INTERESTS THAN WOULD LIQUIDATION UNDER ANY CHAPTER OF THE BANKRUPTCY CODE.

The Liquidation Analysis, prepared by MACH Gen with its financial advisors, is premised upon a chapter 7 liquidation and is attached hereto as Exhibit D. In the Liquidation Analysis, MACH Gen has taken into account the nature, status, and underlying value of the assets of MACH Gen, the ultimate realizable value of such assets, and the extent to which the assets are subject to liens and security interests. Based on this analysis, it is likely that a liquidation of MACH Gen's assets would produce less value for distribution to creditors and equity interest holders than that recoverable in each instance under the Plan.

B. *Alternative Plans of Reorganization*

If MACH Gen remained in chapter 11, MACH Gen could continue to operate its businesses and manage its properties as debtors-in-possession, but it would remain subject to the restrictions imposed by the Bankruptcy Code. It is not clear whether MACH Gen could continue as a viable going-concern in protracted Chapter 11 Cases. MACH Gen could have difficulty operating with the high operating and financing costs and the eroding confidence of its customers and trade vendors, if MACH Gen remained in chapter 11. It is unlikely that MACH Gen would be able to find alternative bank financing if the DIP Facility were terminated. If MACH Gen were able to obtain financing and continue as a viable going-concern, MACH Gen (or other parties in interest) could ultimately propose another plan or attempt to liquidate MACH Gen under chapter 7 or chapter 11. Such alternative plans might involve either a reorganization and continuation of MACH Gen's businesses or an orderly liquidation of its assets, or a combination of both.

SECTION XII.
CONCLUSION AND RECOMMENDATION

MACH Gen, with the support of the Support Parties, believes that confirmation and implementation of the Plan is in the best interests of the holders of Claims and Interests because it provides the greatest distributions and opportunity for distributions to such holders. In addition, any alternative to confirmation of the Plan could result in extensive delays and substantially increased administrative expenses.

Accordingly, MACH Gen, with the support of the Support Parties, urges all holders of Claims and Interests who are entitled to vote on the Plan to vote to accept the Plan and to evidence such acceptance by returning their Ballots so that they will be **actually received** by the Voting Agent no later than 5:00 p.m., prevailing Eastern Time, on June 5, 2018.

[*Remainder of page intentionally left blank*]

Dated: June 4 **, 2018**

Respectfully submitted.

NEW MACH GEN, LLC

By: _____
Name: John Chesser
Title: Chief Financial Officer

MACH GEN GP, LLC

By: _____
Name: John Chesser
Title: Chief Financial Officer

MILLENNIUM POWER PARTNERS, L.P.

By: _____
Name: John Chesser
Title: Chief Financial Officer

NEW ATHENS GENERATING COMPANY, LLC

By: _____
Name: John Chesser
Title: Chief Financial Officer

NEW HARQUAHALA GENERATING COMPANY, LLC

By: _____
Name: John Chesser
Title: Chief Financial Officer

BEAL BANK USA

By: _____
Name: Jacob Cherner
Title: Authorized Signatory

BEAL BANK, SSB

By: _____
Name: Jacob Cherner
Title: Authorized Signatory

EXHIBIT A

Plan

Execution Copy

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
NEW MACH GEN, LLC, et al.,[1]	:	Case No. 18-[•] ([•])
Debtors.	:	(Jointly Administered)

JOINT PREPACKAGED CHAPTER 11 PLAN OF NEW MACH GEN, LLC AND ITS AFFILIATED DEBTORS AND DEBTORS IN POSSESSION

June 4, 2018

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Counsel to the First Lien Lenders, Co-Plan Proponent

[1] The debtors and the last four digits of their respective federal tax identification numbers are as follows: New MACH Gen, LLC (4920), MACH Gen GP, LLC (6738), Millennium Power Partners, L.P. (6688), New Athens Generating Company, LLC (0156), and New Harquahala Generating Company, LLC (0092). MACH Gen's principal offices are located at 1780 Hughes Landing, Suite 800, The Woodlands, Texas 77380.

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Introduction

New MACH Gen, LLC and its subsidiaries MACH Gen GP, LLC, Millennium Power Partners, L.P., New Athens Generating Company, LLC, and New Harquahala Generating Company, LLC, as debtors and debtors in possession (each a "**MACH Gen Entity**" and, collectively, the "**MACH Gen Entities**" or "**MACH Gen**" or "**Debtors**"), and Beal Bank USA and Beal Bank, SSB, in their capacities as First Lien Lenders and Support Parties (each as defined below), jointly propose this prepackaged plan of reorganization, as it may be amended, supplemented, restated, or modified from time to time (together with the Plan Supplement, the "**Plan**"), for the resolution of certain outstanding Claims against, and Interests in, the MACH Gen Entities, pursuant to chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (as amended and as in effect on the Confirmation Date or otherwise applicable to the Chapter 11 Cases, the "**Bankruptcy Code**").

Capitalized terms used and not otherwise defined shall have the meanings ascribed to such terms in Article I.A.

Each of the MACH Gen Entities, Beal Bank USA, and Beal Bank, SSB are proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code, and the Plan constitutes a separate plan of reorganization for each MACH Gen Entity. Holders of Claims and Interests may refer to the Disclosure Statement for a discussion of MACH Gen's history, businesses, assets, results of operations, historical financial information, and projections of future operations, as well as a summary and description of the Plan.

ALL HOLDERS OF CLAIMS AND INTERESTS THAT ARE ELIGIBLE TO VOTE ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I
DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. *Defined Terms*

As used in the Plan, capitalized terms have the meanings set forth below:

1. "**Administrative Expense**" means any cost or expense of administration of the Chapter 11 Cases entitled to priority pursuant to sections 503(b), 507(a)(2), or 507(b) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating MACH Gen's businesses; (b) professional compensation and reimbursement awarded or allowed pursuant to sections 330(a) or 331 of the Bankruptcy Code, including the Professional Fees; (c) an administrative expense of the type described in section 503(b)(9) of the Bankruptcy Code; and (d) any and all fees and charges assessed against the Estates pursuant to chapter 123 of title 28 of the United States Code; provided, however, that "Administrative Expense" shall not include any DIP Claim.

2. "**Allowed**" means, with respect to any Claim or Interest, such Claim or Interest or any portion thereof that the Plan Proponents have assented to the validity of or that (a) has been expressly allowed under the Plan, (b) is not Disputed, (c) is either allowed or determined by

a Final Order of a court of competent jurisdiction, or (d) is agreed to by (i)(x) MACH Gen or, solely in the case of a First Lien Step-In Scenario, the Consenting Lenders, or (y) Reorganized MACH Gen, as applicable, and (ii) the holder of such Claim or Interest; provided, that in the event that the payment in full of any Claim so allowed under this clause (d) would not be in accordance with the Approved Budget (as such term is defined in the DIP Credit Agreement or the New First Lien Credit Agreement, as applicable), then such Claim shall only be allowed if MACH Gen has provided written assurances to the Consenting Lenders that are satisfactory, in the Consenting Lenders' sole discretion, to establish that the amount and validity of the relevant Allowed Claim is correct in accordance with applicable law; provided, further, that, notwithstanding anything herein to the contrary, by treating a Claim as an "Allowed Claim" or an Interest as an "Allowed Interest," the Debtors do not waive their rights to contest the amount and validity of such Claim or Interest to the extent it is disputed, contingent or unliquidated, in the manner and venue in which such Claim or Interest would have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced; and provided, further that the amount of any Allowed Claim or Allowed Interest shall be determined in accordance with the Bankruptcy Code, including sections 502(b), 503(b) and 506 of the Bankruptcy Code.

3. "**Amendment Fee and Deferred Charges Amount**" means an aggregate amount consisting of the fees, costs, expenses and cash interest owed under and pursuant to Sections 2.07(a) and 5.01(r) of the First Lien Credit Agreement.

4. "**Article**" refers to an article of the Plan.

5. "**Avoidance Actions**" means any and all actual or potential claims and Causes of Action to avoid a transfer of property or an obligation incurred by MACH Gen, arising under chapter 5 of the Bankruptcy Code, including sections 544, 545, 547, 548, 549, 550, 551, and 553(b) of the Bankruptcy Code, or under applicable non-bankruptcy law.

6. "**Backstop LC Schedule**" has the meaning specified in Article X.A.4.

7. "**Backstop LCs**" has the meaning specified in Article X.A.4.

8. "**Bankruptcy Code**" has the meaning specified in the Introduction hereto.

9. "**Bankruptcy Court**" means the United States Bankruptcy Court for the District of Delaware or any other court having jurisdiction over the Chapter 11 Cases.

10. "**Bankruptcy Rules**" means the Federal Rules of Bankruptcy Procedure, as amended from time to time and as applicable to the Chapter 11 Cases, promulgated pursuant to 28 U.S.C. § 2075 and the general, local, and chamber rules of the Bankruptcy Court.

11. "**Business Day**" means any day other than a Saturday, Sunday, "legal holiday" (as defined in Bankruptcy Rule 9006(a)), or day on which commercial banks in New York are required or authorized by law to remain closed.

12. "**Cash**" means cash and cash equivalents in U.S. dollars.

13. "**Cause of Action**" means any action, claim, cause of action, controversy, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, and franchise of any kind or character

whatsoever, whether known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. For the avoidance of doubt, "Cause of Action" includes: (a) any right of setoff or counterclaim and any claim for breach of contract or for breach of duties imposed by law or in equity; (b) the right to object to Claims or Interests; (c) any Claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) any counterclaim or defense, including fraud, mistake, duress, usury, recoupment, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any state law fraudulent transfer or similar claim.

14. "**Chapter 11 Case**" means, with respect to a particular MACH Gen Entity, the case under chapter 11 of the Bankruptcy Code pending for such MACH Gen Entity in the Bankruptcy Court, jointly administered with each other MACH Gen Entity's Chapter 11 Case, and the "**Chapter 11 Cases**" means every MACH Gen Entity's Chapter 11 Case, collectively.

15. "**claim**" means any "claim," as such term is defined in section 101(5) of the Bankruptcy Code, and "**Claim**" means a claim as such term is defined in section 101(5) of the Bankruptcy Code against a MACH Gen Entity.

16. "**Claims Bar Date**" means the date or dates to be established by the Bankruptcy Court by which Proofs of Claim must be filed.

17. "**Claims Bar Date Order**" means that certain order entered by the Bankruptcy Court establishing the Claims Bar Date.

18. "**Claims Objection Deadline**" means the deadline for objecting to a Claim, which shall be on the date that is the later of (a) 180 days after the Effective Date and (b) such other period of limitation as may be specifically fixed by the MACH Gen Entities or the Reorganized MACH Gen Entities, as applicable, or by any order of the Court for objecting to such Claims.

19. "**Claims Register**" means the official register of Claims maintained by the Notice and Claims Agent.

20. "**Class**" means a class of Claims or Interests designated in Article III of the Plan, pursuant to section 1123(a)(1) of the Bankruptcy Code.

21. "**Confirmation**" means the entry of the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021, subject to all conditions to Confirmation specified in Article X.A having been satisfied or waived in accordance with Article X.C.

22. "**Confirmation Date**" means the date upon which Confirmation occurs.

23. "**Confirmation Hearing**" means the hearing held by the Bankruptcy Court to consider Confirmation, as such hearing may be continued from time to time.

24. "**Confirmation Order**" means the Bankruptcy Court order confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

25. "**Consummation**" means the occurrence of the Effective Date.

26. "**DIP Agent**" means CLMG Corp., in its capacities as collateral agent and administrative agent under the DIP Credit Agreement.

27. "**DIP Claims**" means all Claims against any MACH Gen Entity arising on account of the DIP Facility, and which constitute "Obligations," as such term is defined in the DIP Credit Agreement

28. "**DIP Credit Agreement**" means that certain Senior Secured Superpriority Debtor-in-Possession Credit and Guaranty Agreement, by and among New MACH Gen, as borrower, MACH Gen GP, Millennium Power, New Athens, and New Harquahala, as guarantors, the DIP Agent, and the DIP Lenders, as may be amended, restated, supplemented or otherwise modified from time to time.

29. "**DIP Facility**" means the debtor-in-possession secured financing facility consisting of a new money term loan facility in an aggregate principal amount of $20 million provided to MACH Gen by the DIP Lenders, pursuant to and subject to the terms and conditions of the DIP Credit Agreement and the DIP Orders.

30. "**DIP Final Order**" means the Bankruptcy Court order authorizing use of cash collateral and the DIP Facility on a final basis.

31. "**DIP Interim Order**" means the Bankruptcy Court order authorizing use of cash collateral and the DIP Facility on an interim basis.

32. "**DIP Lenders**" means the financial institutions party from time to time to the DIP Credit Agreement as lenders, in their respective capacities as such.

33. "**DIP Orders**" means the DIP Interim Order and DIP Final Order.

34. "**Disallowed**" means, with respect to a Claim or Interest, that Claim or Interest or portion thereof, that (a) has been disallowed by Final Order, (b) is Scheduled as zero or as contingent, disputed, or unliquidated and as to which no Proof of Claim (if required by the Claims Bar Date Order) has been timely Filed or deemed timely Filed with the Bankruptcy Court pursuant to the Bankruptcy Code, any Final Order of the Bankruptcy Court, or otherwise under applicable law or this Plan, (c) is not Scheduled and as to which no Proof of Claim (if required by the Claims Bar Date Order) has been timely Filed or deemed timely Filed with the Court pursuant to the Bankruptcy Code, any Final Order of the Court, or otherwise under applicable law or this Plan, (d) has been withdrawn by agreement of the applicable MACH Gen Entity and the holder thereof, or (e) has been withdrawn by the holder thereof.

35. "**Disbursing Agent**" means an Entity or Entities selected by New MACH Gen to make or facilitate distributions contemplated under the Plan.

36. "**Discharge**" has the meaning specified in Article IX.F.

37. "**Disclosure Statement**" means that certain Disclosure Statement for Joint Prepackaged Chapter 11 Plan of New MACH Gen and Its Affiliated Debtors and Debtors in

Possession, dated June 4, 2018, as it may be amended, supplemented, restated, or modified from time to time, including all exhibits and schedules thereto and references therein.

38. "**Disputed**" means, as to any Claim (or portion thereof) or Interest against MACH Gen, a Claim or Interest to the extent the allowance of such Claim or Interest is the subject of (i) a timely objection or request for estimation in accordance with the Plan, the Bankruptcy Code, the Bankruptcy Rules or the Confirmation Order, and which objection, request for estimation or dispute has not been withdrawn, with prejudice, or determined by an order of the Bankruptcy Court, or (ii) a dispute that is being adjudicated by a court of competent jurisdiction in accordance with non-bankruptcy law.

39. "**Disputed Claim Reserve**" has the meaning specified in Article VIII.F.

40. "**Effective Date**" means the date on which this Plan shall take effect, which date shall be a Business Day on or after the Confirmation Date on which all conditions precedent to the effectiveness of this Plan specified in Article X.B, have been satisfied, or, if capable of being waived, waived in accordance with Article X.C, which date shall be specified in a notice filed by Reorganized MACH Gen with the Bankruptcy Court.

41. "**Entity**" means any "entity," as such term is defined in section 101(15) of the Bankruptcy Code.

42. "**Estate**" means, with respect to a particular MACH Gen Entity, the estate created for such MACH Gen Entity upon commencement of its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code, and the "**Estates**" means every MACH Gen Entity's Estate, collectively.

43. "**Estimated Expense Statement**" has the meaning specified in Article V.E.

44. "**Excluded Actions**" means any Causes of Action that are released by MACH Gen or Reorganized MACH Gen pursuant to the Plan, including as set forth in Article IX.

45. "**Exculpated Parties**" means all of the following: (a) MACH Gen; (b) Reorganized MACH Gen and Reorganized New Harquahala; (c) the Plan Proponents; and (d) each of the foregoing Entities' Affiliates, and such Entities' and their Affiliates' respective predecessors, successors and assigns, and current and former shareholders, subsidiaries, directors, officers, funds, members, employees, partners, managers, agents, representatives, principals, consultants, attorneys, and professional advisors (each in their capacity as such).

46. "**Exculpation**" has the meaning specified in Article IX.F.

47. "**Executory Contract**" means a contract to which one or more of the MACH Gen Entities is party, other than an Unexpired Lease, which contract is subject to assumption or rejection in accordance with section 365 of the Bankruptcy Code.

48. "**FERC**" means the Federal Energy Regulatory Commission and its successors.

49. "**File,**" "**Filed,**" or "**Filing**" means file, filed, or filing with the Bankruptcy Court (including clerk thereof) in the Chapter 11 Cases or, with respect to the filing of a Proof of Claim, the Notice and Claims Agent.

50. "**Final Order**" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter, which has not been reversed, stayed, modified, or amended, and as to which (a) the time to appeal, seek certiorari, or move for a new trial, re-argument, or rehearing has expired and no appeal, petition for certiorari, or motion for a new trial, re-argument, or rehearing has been timely filed, or (b) any appeal, petition for certiorari, or motion for a new trial, re-argument, or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed, petitioned, or moved.

51. "**First Lien Agent**" means CLMG Corp., in its capacities as first lien collateral agent and administrative agent under the First Lien Credit Agreement.

52. "**First Lien Claims**" means all First Lien Revolver Claims and First Lien Term Loan Claims.

53. "**First Lien Credit Agreement**" means that certain $681,984,285 First Lien Credit and Guaranty Agreement, by and among New MACH Gen, as borrower, MACH Gen GP, Millennium Power, New Athens, and New Harquahala, as guarantors, the First Lien Agent, and the First Lien Lenders, and as amended, supplemented, restated, or modified from time to time prior to the Petition Date, including as amended and restated by the Amended and Restated First Lien Credit and Guaranty Agreement attached as Exhibit A to the Restructuring Support Agreement.

54. "**First Lien Lenders**" means the financial institutions party from time to time to the First Lien Credit Agreement as lender or revolving issuing bank, in their respective capacities as such.

55. "**First Lien Loan Reduction**" means the satisfaction or reduction of indebtedness owed by MACH Gen under the First Lien Credit Agreement in the amount of $150 million.

56. "**First Lien Revolver Claims**" means all Claims against any MACH Gen Entity arising on account of the revolving credit facility made available to MACH Gen pursuant to the First Lien Credit Agreement, and which constitute "Obligations," as such term is defined in the First Lien Credit Agreement.

57. "**First Lien Step-In Event**" means the occurrence of a First Lien Step-In Scenario and the receipt by the holders of First Lien Claims and DIP Claims, collectively (allocated on a Pro Rata basis) of 100% of the Interests in Reorganized MACH Gen upon Consummation of the Plan.

58. "**First Lien Step-In Right**" means the right of (x) the Consenting Lenders, upon giving notice of a Talen/Company Walkaway at any time prior to the occurrence of the Effective Date, to prosecute confirmation of the Plan as the sole Plan Proponent and (y) the holders of First Lien Claims and DIP Claims to collectively receive (allocated on a Pro Rata basis) 100% of the Interests in Reorganized MACH Gen upon Consummation of the Plan, as provided in the Restructuring Support Agreement and the DIP Orders, and as set forth in this Plan, including, without limitation, in Articles III and V.D. hereto.

59. "**First Lien Step-In Scenario**" means the scenario where a Talen/Company Walkaway occurs and the Consenting Lenders exercise the First Lien Step-In Right (and all related rights) in accordance with the Restructuring Support Agreement and the DIP Orders, and as set forth in this Plan.

60. "**First Lien Term Loan Claims**" means all Claims against any MACH Gen Entity arising on account of the term loan facility made available to MACH Gen pursuant to the First Lien Credit Agreement, and which constitute "Obligations," as such term is defined in the First Lien Credit Agreement.

61. "**General Administrative Expense**" means any Administrative Expense other than Professional Fees.

62. "**General Unsecured Claim**" means any Unsecured Claim other than an Intercompany Claim.

63. "**Governmental Unit**" means any "governmental unit," as such term is defined in section 101(27) of the Bankruptcy Code.

64. "**Harquahala**" means the approximately 1,092 MW natural gas/fuel oil-fired electric generating station known as "Harquahala," located in Maricopa County, Arizona.

65. "**Harquahala Assets**" means Harquahala and all other associated assets including, but not limited to, those assets set forth on Schedule 1.1(a) to the Harquahala Reorganization Annex, as may be supplemented from time to time in a schedule to be included in the Plan Supplement.

66. "**Impaired**" means, with respect to (a) a Class, Claim, or Interest, that such Class, Claim, or Interest is "impaired" within the meaning of section 1124 of the Bankruptcy Code and (b) the holder of a Claim or Interest, that such Claim or Interest is "impaired" within the meaning of section 1124 of the Bankruptcy Code.

67. "**Intercompany Claim**" means any Unsecured Claim held by a MACH Gen Entity against another MACH Gen Entity.

68. "**Interest**" means any "equity security" (as such term is defined in section 101(16) of the Bankruptcy Code) or other equity interest in a MACH Gen Entity, including any share of common or preferred stock, membership interest, partnership unit, or other evidence of ownership of, or a similar interest in, a MACH Gen Entity, and any option, warrant, or right, contractual or otherwise, to purchase, sell, subscribe, or acquire any such equity security or other equity interest in a MACH Gen Entity, whether or not transferable, issued or unissued, authorized, or outstanding.

69. "**Lien**" means a "lien" as such term is defined in section 101(37) of the Bankruptcy Code.

70. "**MACH Gen**" has the meaning specified in the Introduction hereto.

71. "**MACH Gen Entity**" and "**MACH Gen Entities**" have the meanings specified in the Introduction hereto.

72. "**MACH Gen GP**" means MACH Gen GP, LLC.

73. "**Millennium Power**" means Millennium Power Partners, L.P.

74. "**New Athens**" means New Athens Generating Company, LLC.

75. "**New Boards**" means the initial boards of directors of Reorganized MACH Gen and Reorganized New Harquahala.

76. "**New First Lien Agent**" means CLMG Corp. or another affiliate of a New First Lien Lender, in its capacities as collateral agent and administrative agent under the New First Lien Facilities Documents.

77. "**New First Lien Credit Agreement**" has the meaning provided in the definition of New First Lien Facilities Documents.

78. "**New First Lien Facilities**" means the New First Lien Revolver and New First Lien Term Loans.

79. "**New First Lien Facilities Documents**" means the following documents that will govern the New First Lien Facilities, each dated as of the Effective Date and included in the Plan Supplement: (a) the credit and guaranty agreement, in the form attached to the Restructuring Support Agreement and otherwise in form and substance acceptable to the Plan Proponents and, to the extent the First Lien Step-In Scenario has not occurred, Talen (the "**New First Lien Credit Agreement**"), and (b) all other Loan Documents (as defined in the New First Lien Credit Agreement), including the New Intercreditor Agreement, in the forms attached to the Restructuring Support Agreement, and otherwise in form and substance acceptable to the Plan Proponents and, to the extent the First Lien Step-In Scenario has not occurred, Talen.

80. "**New First Lien Lenders**" means the financial institutions party from time to time to the New First Lien Facilities Documents as lender or revolving issuing bank, in their respective capacities as such.

81. "**New First Lien Revolver**" means the new $10 million revolving facility made available to Reorganized MACH Gen pursuant to the New First Lien Facilities Documents.

82. "**New First Lien Term Loans**" means (x) a new term B loan credit facility anticipated to be in an aggregate principal amount of approximately $448,068,099.40 million and (y) a new term C facility anticipated to be in an aggregate principal amount of approximately $54 million, in each case made available to Reorganized MACH Gen pursuant to the New First Lien Facilities Documents.

83. "**New Harquahala**" means New Harquahala Generating Company, LLC.

84. "**New Intercreditor Agreement**" mean the intercreditor and subordination Agreement in respect of the New First Lien Facility and the New Second Lien Facility, substantially in the form attached as Exhibit N to the Restructuring Support Agreement and otherwise in form and substance acceptable to the Plan Proponents and, to the extent the First Lien Step-In Scenario has not occurred, Talen.

85. "**New LC Support Agreement**" means that certain Letter of Credit Support Agreement in the form attached to the Restructuring Support Agreement as Exhibit M-2.

86. "**New MACH Gen**" means New MACH Gen, LLC.

87. "**New Organizational Documents**" means the new bylaws, certificates of incorporation, certificates of formation, limited liability company agreements, operating agreements, certificates of limited partnership, agreements of limited partnership, or such other organizational documents of (1) each Reorganized MACH Gen Entity in form and substance acceptable to the Plan Proponents and, to the extent the First Lien Step-In Scenario has not occurred, Talen; and (2) Reorganized New Harquahala in form and substance acceptable to the First Lien Lenders.

88. "**New Second Lien Agent**" means Talen Investment Corporation, in its capacities as collateral agent and administrative agent under the New Second Lien Facility Documents.

89. "**New Second Lien Facility**" means (x) the new term loan credit facility in the approximate amount of $25 million or such greater amount agreed to by Talen Lender and (y) the New LC Support Agreement, in each case made available to Reorganized MACH Gen pursuant to the New Second Lien Facility Documents.

90. "**New Second Lien Facility Documents**" means the following documents that will govern the New Second Lien Facilities, each dated as of the Effective Date and included in the Plan Supplement: (a) the credit and guaranty agreement, in the form attached to the Restructuring Support Agreement and otherwise in form and substance acceptable to the Plan Proponents and Talen Lender, (b) the New LC Support Agreement, and (c) all other Loan Documents (as defined in the New Second Lien Credit Agreement), including the New Intercreditor Agreement, in the forms attached to the Restructuring Support Agreement, and otherwise in form and substance acceptable to the Plan Proponents and Talen Lender.

91. "**New Second Lien Lenders**" means the entities party from time to time to the New Second Lien Facility Documents as lenders or credit support providers, in their respective capacities as such.

92. "**Notice and Claims Agent**" means Prime Clerk, LLC, in its capacity as notice, claims and solicitation agent for the Debtors and any successor agent.

93. "**O&M Expenses**" means all necessary and critical expenses incurred, accrued, and paid by MACH Gen, from the date on which the Restructuring Support Agreement is executed through the Effective Date, in connection with the operation and maintenance of Harquahala; provided that an amount equal to the TEM Payment shall be included in the O&M Expenses.

94. "**Other Secured Claim**" means any Secured Claim other than an Administrative Expense, DIP Claim, Priority Claim, or First Lien Claim.

95. "**Petition Date**" means the date on which voluntary petitions commencing the Chapter 11 Cases are filed.

96. "**Plan**" has the meaning specified in the Introduction hereto.

97. "**Plan Proponents**" means (1) prior to the occurrence of a First Lien Step-In Scenario, MACH Gen, Beal Bank USA, and Beal Bank, SSB; and (2) upon and after the occurrence of a First Lien Step-In Scenario, solely Beal Bank USA and Beal Bank, SSB.

98. "**Plan Supplement**" means the compilation of documents (or forms thereof), schedules, and exhibits to the Plan, as each may be amended, supplemented, or modified from time to time in accordance with the Plan, Restructuring Support Agreement, Bankruptcy Code, and Bankruptcy Rules, to be filed with the Bankruptcy Court in accordance with Article X.A.3, including, as applicable: (a) the New Organizational Documents; (b) a list of Preserved Causes of Action; (c) a list of assumed Executory Contracts and Unexpired Leases; (d) a list of rejected Executory Contracts and Unexpired Leases, if any; (e) a list of the members of the New Boards; and (f) such other documents as are necessary or advisable to implement the Restructuring Support Agreement and the Restructuring Transactions (including a description the steps necessary to effectuate the Restructuring Transactions). For the avoidance of doubt, the Plan Proponents shall have the right to amend, supplement, or modify the Plan Supplement through the Effective Date in accordance with the Plan, the DIP Orders, the Restructuring Support Agreement, the Bankruptcy Code, and the Bankruptcy Rules.

99. "**Preserved Causes of Action**" means any and all Causes of Action, including the Avoidance Actions and those Causes of Action identified in the Plan Supplement; provided, however, that "Preserved Causes of Action" shall not include any Excluded Actions.

100. "**Priority Claim**" means any Priority Non-Tax Claim or Priority Tax Claim.

101. "**Priority Non-Tax Claim**" means any Claim entitled to priority pursuant to section 507(a) of the Bankruptcy Code, other than an Administrative Expense, DIP Claim, or Priority Tax Claim.

102. "**Priority Tax Claim**" means any Claim of a Governmental Unit entitled to priority pursuant to section 502(i) or 507(a)(8) of the Bankruptcy Code.

103. "**Pro Rata**" means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that Class, or the proportion that Allowed Claims in a particular Class bear to the aggregate amount of Allowed Claims in such Class and other Classes (or sub-Classes, as the case may be) entitled to share in the same recovery as such Allowed Claim under the Plan.

104. "**Professional**" means any Entity that is, by Bankruptcy Court order: (a) employed for legal, financial advisory, accounting, or other professional services during the Chapter 11 Cases pursuant to section 327 or 1103 of the Bankruptcy Code and to be compensated and reimbursed therefor in accordance with sections 327, 328, 329, 330, 331, and/or 1103 of the Bankruptcy Code; or (b) allowed compensation and reimbursement pursuant to section 503(b)(4) of the Bankruptcy Code; provided, however, that "Professional" shall not include any professional-service Entity that MACH Gen is authorized to employ, compensate, and reimburse in the ordinary course of its businesses.

105. "**Professional Fees**" means the accrued, contingent, and/or unpaid compensation for services rendered (including hourly, transaction, and success fees), and reimbursement for

expenses incurred, by Professionals, that: (a) are awardable and allowable pursuant to sections 327, 328, 329, 330, 331, 503(b)(4), and/or 1103 of the Bankruptcy Code or otherwise rendered allowable prior to the Confirmation Date; (b) have not been denied by the Bankruptcy Court by Final Order; (c) have not been previously paid (regardless of whether a fee application has been filed for any such amount); and (d) remain outstanding after applying any retainer that has been provided to such Professional. To the extent that any amount of the foregoing compensation or reimbursement is denied or reduced by Final Order of the Bankruptcy Court or any other court of competent jurisdiction, such amount shall no longer constitute Professional Fees.

106. "**Proof of Claim**" means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases in a manner consistent with the Claims Bar Date Order and/or the Plan.

107. "**Prudent Operating Practices**" means the practices, methods, standards and procedures that are consistent with law and are generally accepted, engaged in and followed during the relevant time period by reasonably skilled, competent, experienced, and prudent owners and operators of generating facilities in the United States similar to Harquahala (including common ownership by public utilities or independent power producers, as applicable) and which, in the exercise of reasonable judgment in light of the facts known or that reasonably should have been known at the time a decision is made, would reasonably be expected to accomplish the desired result in a manner consistent with applicable laws, codes and standards, equipment manufacturer's recommendations, insurance requirements, manuals, environmental protection, good business practices, reliability, safety and expedition and taking into consideration the requirements of all applicable permits, contracts and, from and after the date hereof, this Plan; provided, that, Prudent Operating Practices is not limited to the optimum practices, methods, standards, or procedures to the exclusion of all others, but rather to those practices, methods, standards and procedures that are generally accepted, engaged in and followed by a significant portion of prudent owners and operators of generating facilities in the United States similar to Harquahala.

108. "**Released Claims**" has the meaning specified in Article IX.F.

109. "**Released Parties**" means all of the following: (a) the Plan Proponents; (b) Reorganized MACH Gen and Reorganized New Harquahala; (c) Talen; (d) the DIP Agent and DIP Lenders, (e) the First Lien Agent and the First Lien Lenders; (f) the New First Lien Agent and the New First Lien Lenders; (g) the New Second Lien Agent and the New Second Lien Lenders; and (h) each of the foregoing Entities' affiliates, and each such Entities' and their affiliates' respective predecessors, successors and assigns, and current and former shareholders, subsidiaries, directors, officers, funds, members, employees, partners, managers, agents, representatives, principals, consultants, attorneys, and professional advisors (each in their capacity as such); provided, however, that "Released Parties" shall not include any Entity that "opts out" of being a Releasing Party (as described in the definition therefor), provided further that the foregoing clause (h) shall not apply with respect to any Entity that "opts out" of being a Releasing Party (as described in the definition therefor).

110. "**Releasing Parties**" means all of the following, in their capacity as such: (a) the Released Parties; (b) each present and former holder of a Claim or Interest who either votes to accept the Plan or is conclusively presumed to have accepted the Plan; (c) each present and former holder of a Claim or Interest who is entitled to vote on the Plan and (i) either votes to reject the Plan or abstains from voting to accept or reject the Plan and (ii) does not check the appropriate box on such holder's ballot to indicate such holder opts not to grant the releases

provided under the Plan; and (d) each of the foregoing Entities' affiliates, and such Entities' and their affiliates' respective predecessors, successors and assigns, and current and former shareholders, subsidiaries, directors, officers, funds, affiliates, members, employees, partners, managers, agents, representatives, principals, consultants, attorneys, and professional advisors (each in their capacity as such).

111. "**Reorganized MACH Gen**" means the Reorganized MACH Gen Entities, provided, that unless the First Lien Step-In Scenario occurs, references to Reorganized MACH Gen shall not include Reorganized New Harquahala.

112. "**Reorganized MACH Gen Entities**" means the MACH Gen Entities or any successors thereto, by merger, consolidation, or otherwise, in each case on or after the Effective Date, provided, that unless the First Lien Step-In Scenario occurs, references to the Reorganized MACH Gen Entities shall not include Reorganized New Harquahala.

113. "**Reorganized MACH Gen Equity Interests**" means 100% of the common units in each of the Reorganized MACH Gen Entities.

114. "**Reorganized New Harquahala**" means New Harquahala or any successors thereto, by merger, consolidation, or otherwise, in each case on or after the Effective Date.

115. "**Reorganized New MACH Gen**" means New MACH Gen or any successors thereto, by merger, consolidation, or otherwise, in each case on or after the Effective Date.

116. "**Restructuring Support Agreement**" means that certain Restructuring Support Agreement, dated as of June 4, 2018, by and among MACH Gen, the First Lien Lenders, and certain Consenting Equity Holders, as defined therein, together with all exhibits and schedules thereto, as may be amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms.

117. "**Restructuring Transactions**" has the meaning set forth in Article V.B.

118. "**Schedules**" means the schedules of assets and liabilities and the statement of financial affairs, if any, filed by MACH Gen with the Bankruptcy Court in accordance with section 521 of the Bankruptcy Code, the official bankruptcy forms, and the Bankruptcy Rules.

119. "**Secured Claim**" means any Claim (including, without limitation, any Claim under a Commodity Hedge and Power Sale Agreement (as defined in the First Lien Credit Agreement)) that is secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor's interest in the Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code.

120. "**Securities Act**" means the Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, together with the rules and regulations promulgated thereunder.

121. "**Support Parties**" means the Entities party from time to time to the Restructuring Support Agreement, other than the MACH Gen Entities.

122. "**Talen**" means Talen LC Provider and Talen Lender.

123. "**Talen LC Provider**" means Talen Energy Supply, LLC.

124. "**Talen Lender**" means Talen Investment Corporation.

125. "**Talen/Company Walkaway**" means if Talen LC Provider, Talen Lender, or MACH Gen at any time disclaim their intent, or fail, to diligently pursue the Restructuring Transactions, including Confirmation of the Plan, in accordance with the Restructuring Support Agreement, including, without limitation, by (i) failing to meet the milestones in Sections 6(e) or (i) of the Restructuring Support Agreement, (ii) failing to use commercially reasonable efforts to meet or cause to be met any of the other milestones in Section 6 of the Restructuring Support Agreement, (iii) failing to (x) provide and fund the New Second Lien Facility in an amount necessary to satisfy the Talen Funding Obligation in its entirety or (y) cause to be issued each of the Backstop LCs in each case in the form attached as Exhibit A to the New LC Support Agreement and by a bank listed on Schedule I to the New LC Support Agreement or otherwise acceptable to the Consenting Lenders in their sole discretion, and otherwise in accordance with the New LC Support Agreement and in the amounts set forth on the Backstop LC Schedule, or (iv) by otherwise materially breaching the Restructuring Support Agreement (unless such breach, if susceptible to cure, is cured within five (5) Business Days after written notice to MACH Gen and Talen).

126. "**Talen Funding Obligation**" has the meaning specified in Article X.A.4.

127. "**Tax Allocation Claims**" means, any claims asserted against any MACH Gen Entity on account of a receivable owed to Talen LC Lender, Talen Energy Corporation or any Talen Tax Affiliate (as defined in the Restructuring Support Agreement) under or in respect of the Tax Allocation Agreement (as defined in the Restructuring Support Agreement), including that certain claim in the amount of approximately $30,426,408 on account of what MACH Gen (but not the First Lien Lenders) has determined to be an unsecured claim by Talen Energy Corporation and the Talen Tax Affiliates (as such term is defined in the Restructuring Support Agreement) against the MACH Gen Entities that arose in connection with that certain Amended and Restated Tax Allocation Agreement, by and among Talen Energy Corporation and the Talen Tax Affiliates, effective as of December 15, 2015 and terminated effective January 1, 2017.

128. "**TEM Payment**" means an amount not exceeding $465,633.26 payable by New Harquahala to Talen Energy Marketing, LLC ("**TEM**") as a result of an error identified by TEM in good faith under the Power Sales and Energy Management Agreement, dated May 16, 2016, by and between TEM and New Harquahala, pursuant to TEM's audit rights under Section 6.4 of such agreement; provided, that, New MACH Gen or its applicable affiliate shall have calculated the actual amount of the TEM Payment in good faith and shall have provided such actual amount (not exceeding $465,633.26) to Beal Bank USA within five (5) Business Days of the RSA Effective Date (as defined in the Restructuring Support Agreement).

129. "**Unexpired Lease**" means a lease to which one or more of the MACH Gen Entities is party, which lease is subject to assumption or rejection in accordance with section 365 of the Bankruptcy Code.

130. "**Unimpaired**" means, with respect to a Class, Claim, Interest, or a holder of a Claim or Interest, that such Class, Claim, Interest, or holder is not Impaired.

131. "**Unsecured Claim**" means any Claim, other than an Administrative Expense, DIP Claim, Priority Claim, First Lien Claim, or Other Secured Claim.

B. *Rules of Interpretation*

For purposes of the Plan and unless otherwise specified herein: (1) each term, whether stated in the singular or the plural, shall include, in the appropriate context, both the singular and the plural; (2) each pronoun stated in the masculine, feminine, or neuter gender shall include, in the appropriate context, the masculine, feminine, and the neuter gender; (3) the words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (4) all references to articles or Articles are references to the Articles hereof; (5) all captions and headings are inserted for convenience of reference only and are not intended to be a part of, or to affect the interpretation of, the Plan; (6) any reference to MACH Gen or Reorganized MACH Gen shall mean, in the appropriate context, both MACH Gen and Reorganized MACH Gen; (7) any reference to an Entity as a holder of a Claim or Interest includes that Entity's successors and assigns; (8) any reference to an existing document, schedule, or exhibit, whether or not filed, having been filed, or to be filed, shall mean that document, schedule or exhibit, as it may thereafter be amended, modified, or supplemented; (9) any reference to an event occurring on a specified date, including on the Effective Date, shall mean that the event will occur on that date or as soon thereafter as reasonably practicable; (10) any reference to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (11) all references to statutes, regulations, orders, rules of courts and the like shall mean as amended from time to time and as applicable to the Chapter 11 Cases; (12) subject to the provisions of any contract, certificate of incorporation, bylaw, instrument, release, or other agreement or document entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with, the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (13) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (14) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

C. *Computation of Time*

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may or shall occur pursuant to the Plan is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

D. *Governing Law*

Unless federal law (including the Bankruptcy Code and Bankruptcy Rules) is applicable, and unless specifically stated otherwise, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan and any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); provided, however, that corporate or entity governance matters relating to MACH Gen, Reorganized MACH Gen, or Reorganized

New Harquahala, as applicable, shall be governed by the laws of the state of incorporation or organization of the relevant MACH Gen Entity or Reorganized MACH Gen Entity, as applicable.

E. *Reference to Monetary Figures*

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

ARTICLE II
ADMINISTRATIVE EXPENSES AND OTHER UNCLASSIFIED CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expenses, DIP Claims, and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III.

A. *General Administrative Expenses*

Each holder of an Allowed General Administrative Expense, to the extent such Allowed General Administrative Expense has not already been paid during the Chapter 11 Cases and without any further action by such holder, shall receive, in full satisfaction of its General Administrative Expense, Cash equal to the Allowed amount of such General Administrative Expense on the Effective Date (or, if payment is not then due, then in MACH Gen's ordinary course of business), unless otherwise agreed by (i) the holder of such General Administrative Expense, and (ii) MACH Gen or, solely in the case of a First Lien Step-In Scenario, the Consenting Lenders; provided, that in the event that any such agreement under this Article II.A. with respect to the treatment of an Allowed General Administrative Expense would not be in accordance with the Approved Budget (as such term is defined in the DIP Credit Agreement or the New First Lien Credit Agreement, as applicable), then such treatment shall only be allowed if MACH Gen has provided written assurances to the Consenting Lenders that are satisfactory, in the Consenting Lenders' sole discretion, to establish that the amount and validity of the relevant Allowed General Administrative Expense is correct in accordance with applicable law.

B. *Professional Fees*

1. Final Fee Applications

All final requests for payment of Professional Fees incurred prior to the Effective Date must be filed with the Bankruptcy Court and served on Reorganized MACH Gen no later than forty-five (45) days after the Effective Date, unless Reorganized MACH Gen agrees otherwise in writing. Objections to Professional Fees must be filed with the Bankruptcy Court and served on Reorganized MACH Gen and the applicable Professional no later than seventy-five (75) days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and any prior orders of the Bankruptcy Court in the Chapter 11 Cases, the Allowed amounts of such Professional Fees shall be determined by the Bankruptcy Court.

For the avoidance of doubt, the immediately preceding paragraph shall not affect any professional-service Entity that is permitted to receive, and MACH Gen is permitted to pay without seeking further authority from the Bankruptcy Court, compensation for services and reimbursement of expenses in the ordinary course of MACH Gen's businesses (and in accordance

with any relevant prior order of the Bankruptcy Court), which payments may continue notwithstanding the occurrence of Confirmation.

2. Post-Effective Date Fees and Expenses

On the Effective Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and Reorganized MACH Gen and Reorganized New Harquahala may employ and pay any Professional in the ordinary course of business without any further notice to or action, order or approval of the Bankruptcy Court.

C. *DIP Claims*

The DIP Claims shall be Allowed in the aggregate principal amount of $20,000,000 (or such lesser amount actually drawn under the DIP Facility), plus any interest, fees, expenses and other amounts due and owing pursuant to the DIP Credit Agreement and the DIP Orders as of the Effective Date. Pursuant to the terms of the DIP Facility, each holder of an Allowed DIP Claim shall, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, its Allowed DIP Claim, receive payment in full in Cash on the Effective Date, provided, that in the event of the First Lien Step-In Scenario, the Allowed DIP Claims will be deemed satisfied by the receipt by each holder of an Allowed DIP Claim of a distribution of its Pro Rata share, relative to all Allowed DIP Claims, Class 3A Claims, and Class 3B Claims (or such other allocation as may be determined by the First Lien Lenders and DIP Lenders in their sole discretion) of 100% of the Interests in Reorganized MACH Gen.

D. *Priority Tax Claims*

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Priority Tax Claim, each holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code. In the event an Allowed Priority Tax Claim also is secured, such Claim shall, to the extent it is Allowed, be treated as an Other Secured Claim if such Claim is not otherwise paid or satisfied in full.

ARTICLE III
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. *Classification of Claims and Interests*

Claims and Interests, except for Administrative Expenses, DIP Claims, and Priority Tax Claims, are classified in the Classes set forth in this Article III. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest also is classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim is an Allowed Claim or Allowed Interest, as applicable, in that Class. To the extent a specified Class does not include any Allowed Claims or Allowed Interests, as applicable, then such Class shall be deemed not to exist.

The Plan constitutes a separate chapter 11 plan of reorganization for each MACH Gen Entity. Pursuant to section 1122, the classification of Claims and Interests is as follows:

Class	Claims or Interests	Status	Voting Rights
1	Priority Non-Tax Claims	Unimpaired	Deemed to accept
2	Other Secured Claims	Unimpaired	Deemed to accept
3A	First Lien Revolver Claims	Impaired	Entitled to vote
3B	First Lien Term Loan Claims	Impaired	Entitled to vote
4	General Unsecured Claims	Unimpaired	Deemed to accept
5	Intercompany Claims[2]	Unimpaired or Impaired	Deemed to accept or deemed to reject
6(a)	Interests in New MACH Gen, LLC[3]	Unimpaired or Impaired	Deemed to accept or deemed to reject
6(b)	Interests in MACH Gen GP, LLC	Unimpaired	Deemed to accept
6(c)	Interests in Millennium Power Partners, L.P.	Unimpaired	Deemed to accept
6(d)	Interests in New Athens Generating Company, LLC	Unimpaired	Deemed to accept
6(e)	Interests in New Harquahala Generating Company, LLC[4]	Unimpaired or Impaired	Deemed to accept or deemed to reject

B. *Treatment of Claims and Interests*

1. Class 1 – Priority Non-Tax Claims

a. *Classification*: Class 1 consists of all Priority Non-Tax Claims against MACH Gen, separately classified by MACH Gen Entity, namely New MACH Gen (Class 1(a)), MACH Gen GP (Class 1(b)), Millennium

[2] As set forth in Article III below, Intercompany Claims, except Intercompany Claims against New Harquahala, will be unimpaired and holders of such Claims will be deemed to accept the Plan, provided that, Intercompany Claims against New Harquahala will be impaired, receive no distribution, and will be deemed to reject the Plan. In the event of a First Lien Step-In Scenario, Intercompany Claims may be reinstated, and thus unimpaired, or cancelled, and thus impaired and deemed to reject, in the sole discretion of the Plan Proponents.

[3] As set forth in Article III below, Interests in New MACH Gen, LLC will be unimpaired and holders of such Interests will be deemed to accept the Plan, provided that, solely in the event of a First Lien Step-In Scenario, such Interests will be impaired, the holders of such Interests will receive no distribution and will be deemed to reject the Plan.

[4] As set forth in Article III below, Interests in New Harquahala Generating Company, LLC will be impaired and the holders of such Interests will be deemed to reject the Plan, provided that, solely in the event of a First Lien Step-In Scenario, such Interests will be unimpaired and the holders of such Interests will be deemed to accept the Plan.

Power (Class 1(c)), New Athens (Class 1(d)), and New Harquahala (Class 1(e)).

b. *Treatment*: Except to the extent previously paid during the Chapter 11 Cases or such holder agrees to less favorable treatment, each holder of an Allowed Class 1 Claim shall (i) receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each such Claim, payment equal to the Allowed amount of such Claim, in Cash, on the later of the Effective Date and the date such Claim becomes due and payable in the ordinary course of business or (ii) be otherwise rendered Unimpaired.

c. *Voting*: Class 1 is Unimpaired under the Plan. Holders of Class 1 Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

2. Class 2 – Other Secured Claims

a. *Classification*: Class 2 consists of all Other Secured Claims against MACH Gen, separately classified by MACH Gen Entity, namely New MACH Gen (Class 2(a)), MACH Gen GP (Class 2(b)), Millennium Power (Class 2(c)), New Athens (Class 2(d)), and New Harquahala (Class 2(e)).

b. *Treatment*: Except to the extent such holder agrees to less favorable treatment, each holder of an Allowed Class 2 Claim shall (i) have its Claim be reinstated or receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each such Claim, payment equal to the Allowed amount of such Claim, in Cash, on the Effective Date or (ii) be otherwise rendered Unimpaired.

c. *Voting*: Class 2 is Unimpaired under the Plan. Holders of Class 2 Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

3. Class 3A – First Lien Revolver Claims

a. *Classification*: Class 3A consists of all First Lien Revolver Claims against MACH Gen, separately classified by MACH Gen Entity, namely New MACH Gen (Class 3A(i)), MACH Gen GP (Class 3A(ii)), Millennium Power (Class 3A(iii)), New Athens (Class3A(iv)), and New Harquahala (Class 3A(v)).

b. *Allowance*: Class 3A Claims shall be deemed Allowed in the aggregate principal amount of $132,953,263.52, plus any interest, fees, expenses, and other amounts due and owing in respect of the First Lien Revolver Claims pursuant to the First Lien Credit Agreement as of the Effective Date.

Treatment: Each holder of an Allowed Class 3A Claim (or such holder's designee, in the case of the Interests in Reorganized New Harquahala) shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each such Claim, either: (i) if the First Lien Step-In Scenario does not occur, its Pro Rata share relative to all Allowed Class 3A Claims and Class 3B Claims (or such other allocation as may be determined by the First Lien Lenders in their sole discretion) of (A) Cash equal to the Amendment Fee and Deferred Charges Amount, (B) the New First Lien Term Loans, (C) the New First Lien Revolver, and (D) in exchange for the First Lien Loan Reduction (subject to the terms and conditions of the Harquahala Reorganization Annex and the New First Lien Term Loan), 100% of the Interests in Reorganized New Harquahala; or (ii) in the event of a First Lien Step-In Scenario, its Pro Rata share, relative to all Allowed DIP Claims, Class 3A Claims, and Class 3B Claims (or such other allocation as may be determined by the First Lien Lenders and DIP Lenders in their sole discretion), of 100% of the Interests in Reorganized MACH Gen.

c. *Voting*: Class 3A is Impaired under the Plan. Therefore, holders of Class 3A Claims are entitled to vote to accept or reject the Plan.

4. Class 3B – First Lien Term Loan Claims

a. *Classification*: Class 3B consists of all First Lien Term Loan Claims against MACH Gen, separately classified by MACH Gen Entity, namely New MACH Gen (Class 3B(i)), MACH Gen GP (Class 3B(ii)), Millennium Power (Class 3B(iii)), New Athens (Class 3B(iv)), and New Harquahala (Class 3B(v)).

b. *Allowance*: Class 3B Claims shall be deemed Allowed in the aggregate principal amount of $465,114,835.06, plus any interest, fees, expenses, and other amounts due and owing in respect of the First Lien Term Loan Claims pursuant to the First Lien Credit Agreement as of the Effective Date.

c. *Treatment*: Each holder of an Allowed Class 3B Claim (or such holder's designee, in the case of the Interests in Reorganized New Harquahala) shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each such Claim, either: (i) if the First Lien Step-In Scenario does not occur, its Pro Rata share relative to all Allowed Class 3A Claims and Class 3B Claims (or such other allocation as may be determined by the First Lien Lenders in their sole discretion), of (A) Cash equal to the Amendment Fee and Deferred Charges Amount, (B) the New First Lien Term Loan, (C) the New First Lien Revolver, and (D) in exchange for the First Lien Loan Reduction (subject to the terms and conditions of the Harquahala Reorganization Annex and the New First Lien Term Loans), 100% of the Interests in Reorganized New Harquahala; or (ii) in the event of a First Lien Step-In Scenario, its Pro Rata share, relative to all Allowed DIP Claims, Class 3A Claims, and Class 3B Claims (or such other allocation as may be determined by the

First Lien Lenders and DIP Lenders in their sole discretion), of 100% of the Interests in Reorganized MACH Gen.

d. *Voting*: Class 3B is Impaired under the Plan. Therefore, holders of Class 3B Claims are entitled to vote to accept or reject the Plan.

5. Class 4 – General Unsecured Claims

a. *Classification*: Class 4 consists of all General Unsecured Claims against MACH Gen, separately classified by MACH Gen Entity, namely MACH Gen, LLC (Class 4(a)), MACH Gen GP (Class 4(b)), Millennium Power (Class 4(c)), New Athens (Class 4(d)), and New Harquahala (Class 4(e)).

b. *Treatment*: Except to the extent previously paid during the Chapter 11 Cases or such holder agrees to less favorable treatment, each holder of an Allowed Class 4 Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each such Claim, (i) payment equal to the Allowed amount of such Claim, in Cash, as and when such Claim becomes due and payable in the ordinary course of MACH Gen's business (plus any interest accrued after the Petition Date with respect to such Claim as may be required by law to render such Claim Unimpaired, as determined by the Plan Proponents) or (ii) such other treatment agreed upon by the Plan Proponents that renders such holder Unimpaired; provided that, as agreed pursuant to the Restructuring Support Agreement, (x) any Tax Allocation Claims against New Harquahala shall be deemed waived and discharged and shall get no distribution under the Plan, and (y) any Tax Allocation Claims against any MACH Gen Entity (other than New Harquahala) shall be reinstated against Reorganized MACH Gen and shall be junior, subordinated, and silent in respect of, and otherwise subject to the liens securing, among other things, the liabilities and obligations under the DIP Credit Agreement and the DIP Orders, the First Lien Credit Agreement, the New First Lien Facilities and the New Second Lien Facility, and neither Talen LC Provider or any affiliate thereof shall have any right to payment or enforcement of such Claim unless and until all liabilities and obligations under the DIP Credit Agreement and the DIP Orders, the First Lien Credit Agreement, and the New First Lien Facilities have been indefeasibly paid in full in cash, provided further that, in the event of a First Lien Step-In Scenario, any Tax Allocation Claims against any MACH Gen Entity shall be deemed waived and discharged and shall get no distribution under the Plan.

c. *Voting*: Class 4 is Unimpaired under the Plan. Holders of Class 4 Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

6. Class 5 – Intercompany Claims

a. *Classification*: Class 5 consists of all Intercompany Claims against MACH Gen, separately classified by MACH Gen Entity, namely New MACH Gen (Class 5(a)), MACH Gen GP (Class 5(b)), Millennium Power (Class 5(c)), New Athens (Class 5(d)), and New Harquahala (Class 5(e)).

b. *Treatment*: All Class 5 Claims shall be (i) if the First Lien Step-In Scenario does not occur, either reinstated or cancelled in the sole discretion of the Plan Proponents, except that all Class 5 Claims related to New Harquahala shall be cancelled or (ii) in the event of a First Lien Step-In Scenario, either reinstated or cancelled, in the sole discretion of the Plan Proponent. In either case, any Class 5 Claim that is reinstated shall continue to be expressly subordinated to the New First Lien Facility.

c. *Voting*: To the extent reinstated, such Class 5 Claims are Unimpaired under the Plan and the holders of such Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan. To the extent cancelled, as provided above, such Class 5 Claims are Impaired and the holders of such Claims are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

7. Class 6 – Interests

a. *Classification*: Class 6 consist of all Interests in MACH Gen, separately classified by MACH Gen Entity, namely New Mach Gen (Class 6(a)), MACH Gen GP (Class 6(b)), Millennium Power (Class 6(c)), New Athens (Class 6(d)), and New Harquahala (Class 6(e)).

Treatment: Each holder of an Allowed Interest in Class 6 shall either (i) if the First Lien Step-In Scenario does not occur, have its Interest reinstated, except that all Interests in New Harquahala shall be cancelled and 100% of the Interests in Reorganized New Harquahala shall be distributed to holders of Class 3B Claims in exchange for their Pro Rata share of the First Lien Loan Reduction (subject to the terms and conditions of the Harquahala Reorganization Annex and the New First Lien Term Loans); or (ii) in the event of a First Lien Step-In Scenario, (A) 100% of the Interests in New MACH Gen shall be cancelled and 100% of the Interests in Reorganized New MACH Gen shall be issued Pro Rata to the holders of Class 3A and 3B Claims and to the holders of DIP Claims in full satisfaction of their respective Claims and (B) Interests of MACH Gen GP, Millennium Power, New Athens, and New Harquahala shall be reinstated, in each case in accordance with Article III.B.3 and 4 and Article V.C.1 hereof.

b. *Voting*: If the First Lien Step-In Scenario does not occur, (i) Class 6(a), 6(b), 6(c), and 6(d) Interests are Unimpaired under the Plan and are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan, and (ii) Class 6(e) Interests are Impaired under the Plan and the holders of such Claims will receive no recovery and are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code, and, therefore, are not entitled to vote to accept or reject the Plan.

In the event of a First Lien Step-In Scenario, (i) Class 6(a) Interests will receive no recovery and are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code, and, therefore, are not entitled to vote to accept or reject the Plan and (ii) Class 6(b), 6(c), 6(d), and 6(e) Interests are Unimpaired under the Plan and the holders of such Interests are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

C. *Special Provision Governing Unimpaired Claims*

Except as otherwise provided in the Plan, nothing under the Plan shall affect MACH Gen's, Reorganized MACH Gen's, Reorganized New Harquahala's, or the Plan Proponents' rights in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to, or setoffs or recoupment against, any such Unimpaired Claims.

ARTICLE IV
ACCEPTANCE OR REJECTION OF PLAN

A. *Voting Classes*

Classes 3A and 3B are entitled to vote to accept or reject this Plan. By operation of section 1126(e) of the Bankruptcy Code, Classes 1, 2, 4, 5, and 6 are deemed to have either accepted or rejected this Plan and are not entitled to vote.

An Impaired Class of Claims shall be deemed to have accepted the Plan if, not counting any holder designated pursuant to section 1126(e) of the Bankruptcy Code, (i) holders of at least two-thirds in amount of the Allowed Claims held by holders who actually voted in such Class have voted to accept the Plan, and (ii) holders of more than one-half in number of the Allowed Claims held by holders who actually voted in such Class have voted to accept the Plan.

B. *Non-Consensual Confirmation*

To the extent that any Impaired Class rejects the Plan or is deemed to have rejected the Plan, the Plan Proponents may request confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code. The Plan Proponents reserve the right to alter, amend, modify, revoke, or withdraw this Plan or any document in the Plan Supplement, including to amend or modify it to satisfy the requirements of section 1129(b) of the Bankruptcy Code, subject in each instance to the Restructuring Support Agreement.

C. *Subordinated Claims*

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Plan Proponents reserve the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

ARTICLE V
MEANS FOR IMPLEMENTATION OF PLAN

A. *General Settlement of Claims and Interests*

As discussed in detail in the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, on the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan. All distributions made to holders of Allowed Claims in any Class and Interests in accordance with the Plan are intended to be, and shall be, final.

B. *Restructuring Transactions*

On the Confirmation Date, subject to and consistent with the terms of its obligations under the Plan and the Restructuring Support Agreement, and subject to the rights of the parties to the Restructuring Support Agreement, the Plan Proponents shall be authorized to enter into such transactions and take (or cause the MACH Gen Entities to take) such other actions as may be necessary or appropriate to effect a corporate and other Entity restructuring of the MACH Gen businesses, to otherwise simplify the overall corporate and other Entity structure of MACH Gen, or to reincorporate or reorganize certain of the MACH Gen Entities under the laws of jurisdictions other than the laws of which such MACH Gen Entities currently are incorporated or formed, which restructuring may include one or more mergers, consolidations, dispositions, liquidations or dissolutions, as may be determined by the Plan Proponents to be necessary or appropriate to result in substantially all of the respective assets, properties, rights, liabilities, duties and obligations of certain of the MACH Gen Entities vesting in one or more surviving, resulting or acquiring entities (collectively, the "**Restructuring Transactions**"). Except with respect to Reorganized New Harquahala, as provided herein, in each case in which the surviving, resulting or acquiring Entity in any such transaction is a successor to a MACH Gen Entity, such surviving, resulting or acquiring Entity will perform the obligations of such MACH Gen Entity pursuant to the Plan to pay or otherwise satisfy the Allowed Claims against such MACH Gen Entity, except as provided in any contract, instrument or other agreement or document effecting a disposition to such surviving, resulting or acquiring Entity, which may provide that another MACH Gen Entity will perform such obligations.

In effecting the Restructuring Transactions, the Plan Proponents shall be permitted to (or to cause the MACH Gen Entities to): (1) execute and deliver appropriate agreements or other documents of merger, consolidation, restructuring, disposition, liquidation, or dissolution

containing terms that are consistent with the terms of the Plan and the Restructuring Support Agreement and that satisfy the requirements of applicable state law and such other terms to which the applicable Entities may agree; (2) execute and deliver appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, duty or obligation on terms consistent with the terms of the Plan and having such other terms to which the applicable Entities may agree; (3) file appropriate certificates or articles of merger, consolidation or dissolution pursuant to applicable state law; and (4) take all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law in connection with such transactions.

The terms of the Restructuring Transactions shall be structured to preserve favorable tax attributes, if any, of the MACH Gen Entities, including New Harquahala, to the extent such structure is not detrimental to the First Lien Lenders and Talen. If by the First Lien Lenders, the Plan may be effected by, or include, a taxable sale of some or all of New Harquahala's assets to one or more new holding companies that are (1) owned in whole or in part by or for the holders of the First Lien Claims and (2) either taxable as corporations or are owned directly or indirectly by one or more Entities that are taxable as corporations for U.S. federal income tax purposes.

C. *Sources of Consideration for Plan Distributions*

1. Cancellation and Issuances of Interests in Certain Debtors

If the First Lien Step-In Scenario does not occur, on the Effective Date, 100% of the Interests in New Harquahala shall be cancelled and the holders of the First Lien Claims (or their designee) shall receive their Pro Rata share (or such other allocations as may be determined by the First Lien Lenders in their sole discretion) of 100% of the Interests in Reorganized New Harquahala in exchange for the First Lien Loan Reduction (subject to the terms and conditions of the Harquahala Reorganization Annex and the New First Lien Term Loans). The Confirmation Order shall authorize the transfer of 100% of the Equity Interests of Reorganized New Harquahala, including all Harquahala Assets, as set forth in this Plan including on the terms and conditions set forth in Annex A hereto, to the holders of the First Lien Claims (or their designee), free and clear of all Liens, Claims, charges, or other encumbrances under sections 105(a), 363, 1123(b)(4), 1145, and 1146(a) of the Bankruptcy Code except to the extent otherwise set forth in the Plan.

In the event of a First Lien Step-In Scenario, on the Effective Date, 100% of the Interests in New MACH Gen shall be cancelled and the holders of the First Lien Claims and the holders of the DIP Claims (or their respective designees) shall each receive their Pro Rata share (or such other allocation as may be determined by the First Lien Lenders and DIP Lenders in their sole discretion) of 100% of the Interests in Reorganized New MACH Gen in exchange for the First Lien Claims and the DIP Claims. The Confirmation Order shall authorize the transfer of Reorganized New MACH Gen and each Reorganized MACH Gen Entity to the holders of the First Lien Claims and the holders of the DIP Claims (or their respective designees), free and clear of all Liens, Claims, charges, or other encumbrances under sections 105(a), 363, 1123(b)(4), 1145, and 1146(a) of the Bankruptcy Code except to the extent otherwise expressly set forth in the Plan.

Confirmation shall be deemed approval of the issuance of the Interests in Reorganized New Harquahala or Reorganized New MACH Gen as applicable, and the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be

incurred with respect thereto, and MACH Gen, Reorganized MACH Gen, Reorganized New Harquahala, the holders of the First Lien Claims, and the holders of the DIP Claims, as applicable, are authorized to execute and deliver those documents necessary or appropriate to consummate the issuance of Interests without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval, subject to such modifications as Reorganized MACH Gen, Reorganized New Harquahala, the holders of the First Lien Claims, or the holders of the DIP Claims, as applicable, may mutually agree to be necessary to consummate the transaction.

All of the securities issued or transferred pursuant to the Plan shall be duly authorized, validly issued, and fully paid, and non-assessable. Each distribution and issuance referred to in Article VII shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance, and by the terms and conditions of the instruments evidencing or relating to such distributions or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

2. Cash

Reorganized MACH Gen shall fund all distributions under the Plan required to be paid in Cash with Cash on hand, including Cash from operations and any Cash received on the Effective Date, including pursuant to the New Second Lien Facility or the New First Lien Facilities. Unless the First Lien Step-In Scenario occurs, all Allowed General Administrative Expense Claims, Allowed DIP Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, Allowed Other Secured Claims, and Allowed Unsecured Claims, including all such Claims of New Harquahala, shall be paid by Reorganized MACH Gen.

3. New First Lien Facilities

Pursuant to Article III.B, certain distributions to holders of Allowed Class 3A and Class 3B Claims shall be made in the form of the New First Lien Term Loans and the New First Lien Revolver issued pursuant to the New First Lien Facilities Documents. On the Effective Date, Reorganized MACH Gen shall enter into the New First Lien Facilities. Confirmation shall be deemed approval of the New First Lien Facilities, to the extent not approved by the Bankruptcy Court previously (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by MACH Gen or Reorganized MACH Gen in connection therewith) and Reorganized MACH Gen is authorized to take all actions and to execute and deliver those documents necessary or appropriate to obtain the New First Lien Facilities, including the New First Lien Facilities Documents, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, rule, vote, consent, authorization, or approval, subject to such modifications as Reorganized MACH Gen and the New First Lien Agent may mutually agree to be necessary to consummate the New First Lien Facilities. The provisions of this Article V.C.3 shall apply only in the event that the First Lien Step-In Scenario does not occur.

4. New Second Lien Facility

In order to provide working capital to Reorganized MACH Gen and to make any Cash payments contemplated on the Effective Date, each of the Reorganized MACH Gen Entities shall enter into the New Second Lien Facility. Confirmation shall be deemed approval of the New Second Lien Facility, to the extent not approved by the Bankruptcy Court previously (including

the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by MACH Gen or Reorganized MACH Gen in connection therewith) and Reorganized MACH Gen is authorized to execute and deliver those documents necessary or appropriate to obtain the New Second Lien Facilities, including the New Second Lien Facility Documents, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval, subject to such modifications as Reorganized MACH Gen and the New Second Lien Agent may mutually agree to be necessary to consummate the New Second Lien Facilities. The provisions of this Article V.C.4 shall apply only in the event that the First Lien Step-In Scenario does not occur.

D. *First Lien Step-In Right*

Pursuant to the DIP Orders, including the notice requirements set forth therein, upon the occurrence of an Event of Default under the DIP Credit Agreement resulting from a Talen/Company Walkaway, the MACH Gen Entities' exclusive right pursuant to section 1121 of the Bankruptcy Code to file and solicit acceptance of a plan of reorganization shall be deemed automatically modified without further court order to allow the Consenting Lenders to exercise the First Lien Step-In Right, including, without limitation, to make any modifications to, and to prosecute Confirmation of, this Plan as the sole Plan Proponent.

In the event the First Lien Lenders exercise their First Lien Step-In Right, upon Confirmation and Consummation of the Plan, the Holders of DIP Claims and the Holders of Claims in Classes 3A, 3B, 4, 5, and 6 shall receive the treatment provided for such claims in the First Lien Step-In Scenario as set forth in Articles II.C, III.B.3, III.B.4, III.B.5, III.B.6, and III.B.7 of this Plan.

As provided in the DIP Order and Restructuring Support Agreement, upon the occurrence of a Talen/Company Walkaway, MACH Gen shall cooperate in good faith with the Consenting Lenders as reasonably necessary to allow them to exercise the First Lien Step-In Right and seek and obtain Confirmation and Consummation of the Plan, including by promptly providing the Consenting Lenders with access to any documents, information, employees and physical access to any facility or property in connection therewith.

E. *O&M Reimbursement*

On the Effective Date, the First Lien Lenders shall reimburse or pay to Reorganized MACH Gen all reasonable and documented out-of-pocket O&M Expenses incurred, accrued, and paid by MACH Gen in the ordinary course of business and in accordance with Prudent Operating Practices, from the date the Restructuring Support Agreement is executed until the Effective Date, in an amount not to exceed $3,000,000 in the aggregate (and the TEM Payment shall count towards such $3,000,000 aggregate cap); provided that in the event of a First Lien Step-In Scenario, or if the Effective Date does not occur, the First Lien Lenders shall have no obligation to reimburse or pay to MACH Gen or Reorganized MACH Gen any such O&M Expenses (including, without limitation, the TEM Payment), and all such O&M Expenses (including, without limitation, the TEM Payment) will remain the sole obligation of MACH Gen.

Subject to the preceding paragraph, at least five (5) Business Days, but not more than seven (7) Business Days prior to the Effective Date, MACH Gen shall prepare and deliver to the First Lien Agent a statement (the "**Estimated Expense Statement**") setting forth MACH Gen's

good faith estimate of the amount of the O&M Expenses (including, without limitation, the TEM Payment). During the period after the delivery of the Estimated Expense Statement and prior to the Effective Date, the First Lien Lenders shall have an opportunity to review the Estimated Expense Statement and MACH Gen shall provide the First Lien Lenders and their representatives with reasonable access, during normal business hours, to MACH Gen's accounting and other personnel and to the records of MACH Gen, as the case may be, and any other document or information reasonably requested by the First Lien Lenders in order to allow the First Lien Lenders and their representatives to verify the accuracy of the Estimated Expense Statement. During the period after the delivery of the Estimated Expense Statement until the date that is two (2) Business Days prior to the Effective Date, the First Lien Lenders may object to the Estimated Expense Statement in reasonable detail in which case the First Lien Lenders and MACH Gen shall cooperate in good faith to mutually agree upon the Estimated Expense Statement; *provided*, that, if the First Lien Lenders and MACH Gen are not able to reach mutual agreement on the amount of O&M Expenses (including, without limitation, the TEM Payment) prior to the Effective Date, the First Lien Lenders shall pay only the undisputed amount of such O&M Expenses on the Effective Date and the First Lien Lenders and MACH Gen shall cooperate in good faith to agree upon any disputed O&M Expenses following the Effective Date.

F. *Corporate Existence*

Except as otherwise provided in the Plan, each MACH Gen Entity shall continue to exist after the Effective Date as a separate limited liability company, limited partnership, or other form, as the case may be, with all the powers of a limited liability company, limited partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable MACH Gen Entity is incorporated or formed and pursuant to the respective limited liability company agreement, operating agreement, limited partnership agreement (or other formation documents) in effect prior to the Effective Date, except to the extent such formation documents are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable law).

G. *Vesting of Assets in Reorganized MACH Gen*

Except as otherwise provided in the Plan, on the Effective Date, all property in each Estate, all Causes of Action (other than Excluded Actions) and any property acquired by MACH Gen pursuant to the Plan shall vest in each respective Reorganized MACH Gen Entity or Reorganized New Harquahala, as applicable, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, each Reorganized MACH Gen Entity and Reorganized New Harquahala may operate its respective businesses and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court, and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

H. *Cancellation of Loans, Securities, and Agreements*

Except as otherwise provided in the Plan, on the Effective Date: (1) the obligations of MACH Gen under the DIP Credit Agreement, the First Lien Credit Agreement (subject to the effectiveness of the New First Lien Facilities Documents and the New First Lien Facilities and satisfaction of all conditions precedent, including all conditions precedent regarding the perfection of liens and security interests, to the obligations of the New First Lien Lenders to make

extensions of credit thereunder), and any other certificate, equity security, share, note, purchase right, option, warrant, or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of, or ownership interest in, MACH Gen giving rise to any Claim or Interest (except such certificates, notes, or other instruments or documents evidencing indebtedness or obligation of, or ownership interest in, MACH Gen that are reinstated pursuant to the Plan), shall be cancelled as to MACH Gen, and Reorganized MACH Gen and Reorganized New Harquahala shall not have any continuing obligations thereunder; and (2) the obligations of MACH Gen pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws or certificate or articles of incorporation, or similar documents governing the shares, certificates, notes, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of, or ownership interest in, MACH Gen (except such agreements, certificates, notes or other instruments evidencing indebtedness or obligation of or ownership interest in MACH Gen that are specifically reinstated pursuant to the Plan, including indemnification obligations assumed pursuant to the Plan) shall be released and discharged; provided, however, that notwithstanding Confirmation or Consummation, any such agreement that governs the rights of the holder of a Claim shall continue in effect solely for purposes of allowing holders to receive distributions under the Plan; provided further, that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan, or result in any expense or liability to Reorganized MACH Gen or Reorganized New Harquahala.

I. *Corporate and Other Entity Action*

On the Effective Date, all actions contemplated under the Plan (including, for the avoidance of doubt, the Plan Supplement) shall be deemed authorized and approved in all respects, including: (1) appointment of the New Boards pursuant to Article V.I and any other managers, directors, or officers for Reorganized MACH Gen or Reorganized New Harquahala identified in the Plan Supplement; (2) if the First Lien Step-In Scenario does not occur, the cancellation of Interests in New Harquahala and issuance of Interests in Reorganized New Harquahala to the holders of the First Lien Claims; (3) upon the occurrence of a First Lien Step-In Scenario, the cancellation of Interests in New MACH Gen and issuance of Interests in Reorganized MACH Gen to the holders of the First Lien Claims and the DIP Claims, (4) entry into the New Organizational Documents, as applicable; (5) if the First Lien Step-In Scenario does not occur, entry into the New First Lien Facilities Documents; (6) if the First Lien Step-In Scenario does not occur, entry into the New Second Lien Facility Documents; (7) if the First Lien Step-In Scenario does not occur, entry into the New Intercreditor Agreement; (8) implementation of the Restructuring Transactions; and (9) all other actions contemplated under the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate or other Entity structure of MACH Gen or Reorganized MACH Gen or Reorganized New Harquahala, and any corporate or other Entity action required by MACH Gen or Reorganized MACH Gen or Reorganized New Harquahala in connection with the Plan, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, managers, or officers of MACH Gen or Reorganized MACH Gen or Reorganized New Harquahala. On or before the Effective Date, the appropriate officers of MACH Gen or Reorganized MACH Gen or Reorganized New Harquahala, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effectuate the transactions contemplated under the Plan) in the name, and on behalf, of Reorganized MACH Gen or Reorganized New Harquahala, as applicable, including any and all agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals

contemplated by this Article V.I shall be effective notwithstanding any requirements under applicable non-bankruptcy law.

J. *New Organizational Documents*

On or immediately prior to the Effective Date or as soon thereafter as is practicable, each of the Reorganized MACH Gen Entities and Reorganized New Harquahala will, to the extent such New Organizational Documents were included in the Plan Supplement, file its New Organizational Documents (if so required under applicable state law) with the applicable Secretaries of State and/or other applicable authorities in its respective state, province, or country of incorporation in accordance with the corporate laws of the respective state, province, or country of incorporation or formation. Pursuant to section 1123(a)(6) of the Bankruptcy Code, the New Organizational Documents will prohibit the issuance of non-voting equity securities. After the Effective Date, the Reorganized MACH Gen Entities and Reorganized New Harquahala may amend and restate their respective New Organizational Documents and other constituent documents as permitted by the Plan, the laws of their respective state, province, or country of incorporation or formation, and their respective New Organizational Documents, without further order of the Bankruptcy Court.

K. *Managers and Officers of Reorganized MACH Gen and Reorganized New Harquahala*

As of the Effective Date, the terms of the current members of the boards of directors or managers (as applicable) of MACH Gen shall expire, such directors shall be deemed to have resigned, and the initial boards of directors or managers (as applicable), including the New Boards, and the officers of each of the Reorganized MACH Gen Entities and Reorganized New Harquahala shall be appointed in accordance with the respective New Organizational Documents. The members of the New Boards will be identified in the Plan Supplement, together with biographical information. If any such director, manager, or officer of Reorganized MACH Gen and Reorganized New Harquahala is an "insider" under the Bankruptcy Code, MACH Gen also will disclose the nature of any compensation to be paid to such director or officer. Each such director, manager, and officer shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents and other constituent documents of Reorganized MACH Gen and Reorganized New Harquahala.

L. *Effectuating Documents; Further Transactions*

On and after the Effective Date, Reorganized MACH Gen, Reorganized New Harquahala and the officers and members of the boards of directors thereof are authorized to, and may issue, execute, deliver, file, or record, such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, and any securities issued pursuant to the Plan in the name, and on behalf, of Reorganized MACH Gen or Reorganized New Harquahala, without the need for any approvals, authorization, or consents, except for those expressly required pursuant to the Plan or the New Organizational Documents.

M. *Section 1146 Exemption*

Pursuant to section 1146 of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, or other

similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents and any third party shall forgo the collection of any such tax, recordation fee, or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or assessment.

N. *Preservation of Causes of Action*

In accordance with section 1123(b) of the Bankruptcy Code, but subject in all respects to Article IX, Reorganized MACH Gen and Reorganized New Harquahala, as applicable, shall retain, and may enforce, all rights to commence and pursue, as appropriate, any and all Preserved Causes of Action, whether arising before or after the Petition Date, including any actions specifically identified in the Plan Supplement, and Reorganized MACH Gen's and Reorganized New Harquahala's, as applicable, rights to commence, prosecute, settle, or assert as a defense such Preserved Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. Reorganized MACH Gen or Reorganized New Harquahala, as applicable, may pursue such Preserved Causes of Action, as appropriate, in accordance with the best interests of Reorganized MACH Gen or Reorganized New Harquahala, as applicable. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Preserved Cause of Action against it as any indication that MACH Gen, Reorganized MACH Gen, or Reorganized New Harquahala, as applicable, will not, or may not, pursue any and all available Preserved Causes of Action against it. MACH Gen, Reorganized MACH Gen, or Reorganized New Harquahala, as applicable, expressly reserves all rights to prosecute any and all Preserved Causes of Action against any Entity. Unless any Preserved Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court order, Reorganized MACH Gen and Reorganized New Harquahala, as applicable, expressly reserves all Preserved Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches shall apply to such Preserved Causes of Action upon, after, or as a consequence of, the Confirmation or Consummation.

In accordance with section 1123(b)(3) of the Bankruptcy Code, any Preserved Causes of Action that a MACH Gen Entity may hold against any Entity shall vest in Reorganized MACH Gen or Reorganized New Harquahala, as applicable. The applicable Reorganized MACH Gen Entity or Entities or Reorganized New Harquahala, as applicable, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Preserved Causes of Action. Reorganized MACH Gen or Reorganized New Harquahala, as applicable, shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Preserved Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

ARTICLE VI
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. *Assumption of Executory Contracts and Unexpired Leases*

On the Effective Date, except as otherwise ordered by the Bankruptcy Court, provided herein, or identified in the Plan Supplement as being rejected, all Executory Contracts and Unexpired Leases of MACH Gen shall be deemed assumed in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code. Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Any motions to assume or reject Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order. As set forth in Article X.B.7., the First Lien Lenders shall, in their sole discretion, have the right to condition the occurrence of the Effective Date and Consummation on the resolution of any motion to assume or reject Executory Contracts or Unexpired Leases set forth on Schedule A hereto. Each Executory Contract and Unexpired Lease assumed pursuant to this Article VI.A or by any order of the Bankruptcy Court, which has not been assigned to a third party prior to the Confirmation Date, shall revest in, and be fully enforceable by, Reorganized MACH Gen or Reorganized New Harquahala, with respect to Executory Contracts that relate to Harquahala and are expressly assumed in the Plan Supplement, in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law.

B. *Rejection of Executory Contracts and Unexpired Leases*

At least ten (10) days prior to the Confirmation Hearing, to the extent not previously filed with the Bankruptcy Court and served on affected counterparties, the Plan Proponents shall provide notices of any Executory Contracts or Unexpired Leases to be rejected to the applicable contract and lease counterparties. Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be Filed with the Notice and Claims Agent and served on the Plan Proponents no later than thirty (30) days after the effective date of such rejection.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Notice and Claims Agent within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against MACH Gen, Reorganized MACH Gen, Reorganized New Harquahala, the Estates, or their property, without the need for any objection by the Plan Proponents, Reorganized MACH Gen or Reorganized New Harquahala, or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, and be subject to the permanent injunction set forth in Article IX.F of the Plan, notwithstanding anything in the Schedules or a Proof of Claim to the contrary.

All Claims arising from the rejection by any MACH Gen Entity of any Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code shall be treated as a General Unsecured Claim pursuant to Article III.B of the Plan and may be objected to in

accordance with the provisions of Article VIII of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

C. *Cure of Defaults for Executory Contracts and Unexpired Leases Assumed*

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date or in the ordinary course of business, subject to the limitation described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (1) the amount of any payments to cure such a default, (2) the ability of Reorganized MACH Gen, Reorganized New Harquahala, or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption and shall not prevent or delay implementation of the Plan or the occurrence of the Effective Date.

At least ten (10) days prior to the Confirmation Hearing, to the extent not previously filed with the Bankruptcy Court and served on affected counterparties, the Plan Proponents shall provide for notices of assumption and proposed cure amounts to be sent to applicable contract and lease counterparties, together with procedures for objecting thereto and resolution of disputes by the Bankruptcy Court. Any objection by a contract or lease counterparty to a proposed assumption or related cure amount must be filed, served, and actually received by MACH Gen prior to the Confirmation Hearing (or such other date as may be provided in the applicable assumption notice). Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption or cure amount will be deemed to have assented to such assumption or cure amount.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise, and payment of the applicable cure amount, shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. Any Proof of Claim Filed with respect to an Executory Contract or Unexpired Lease that is assumed shall be deemed disallowed and expunged, without further notice to or action, order or approval of the Bankruptcy Court.

D. *Indemnification Obligations*

On the Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code, MACH Gen shall assume (and be deemed to have assumed), (1) all indemnification obligations in place on the Petition Date (whether in operating agreements, limited liability company agreements, limited partnership agreements, board resolutions, indemnification agreements, or employment contracts) for the former and current directors and officers of MACH Gen and (2) all director and officer insurance policies in place as of the Petition Date. The foregoing indemnification obligations that are assumed, deemed assumed, honored, or reaffirmed by MACH Gen shall remain in full force and effect, shall not be modified, reduced, discharged,

impaired, or otherwise affected in any way, and shall survive Unimpaired and unaffected, irrespective of when such obligation arose.

E. *Insurance Policies*

Each of the insurance policies of MACH Gen and any agreements, documents, or instruments relating thereto, are deemed to be and treated as Executory Contracts under the Plan. On the Effective Date, MACH Gen shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims.

F. *Modifications, Amendments, Supplements, Restatements, or Other Agreements*

Unless otherwise provided in the Plan, each Executory Contract and Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously terminated or is otherwise not in effect.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts or Unexpired Leases that have been executed by MACH Gen during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

G. *Reservation of Rights*

Nothing contained in the Plan or the Schedules shall constitute an admission by MACH Gen or any Plan Proponent that any Executory Contract or Unexpired Lease is, in fact, an Executory Contract or Unexpired Lease or that MACH Gen, Reorganized MACH Gen or Reorganized New Harquahala, as applicable, has any liability thereunder.

H. *Non-occurrence of Effective Date*

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Executory Contracts and Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

I. *Contracts and Leases Entered into after Petition Date*

Contracts and leases entered into after the Petition Date by any MACH Gen Entity, including any Executory Contracts and Unexpired Leases assumed by a MACH Gen Entity, will be performed by the applicable MACH Gen Entity , Reorganized MACH Gen Entity or Reorganized New Harquahala, as the case may be, in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

ARTICLE VII
PROVISIONS GOVERNING DISTRIBUTIONS

A. *Timing and Calculation of Amounts to Be Distributed*

Unless otherwise provided in the Plan (including payments made in the ordinary course of MACH Gen's business to holders of Claims in Class 4) or paid pursuant to a prior Bankruptcy Court order, on the Effective Date (or if a Claim or Interest is not Allowed on the Effective Date, on the date that such Claim or Interest becomes Allowed), each holder of an Allowed Claim or Allowed Interest shall receive the full amount of the distributions that the Plan provides for Allowed Claims or Allowed Interests in the applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims or Disputed Interests, distributions on account of any such Disputed Claims or Disputed Interests shall be made pursuant to the provisions set forth in Article VIII.

B. *Application of Distributions*

Any distribution made under the Plan on account of an Allowed Claim shall be allocated first to the principal amount of such Claim (as determined for U.S. federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to any portion of such Claim for accrued but unpaid interest.

C. *Disbursing Agent*

All distributions under the Plan shall be made by the Disbursing Agent on the Effective Date. If the Disbursing Agent is one or more of the Reorganized MACH Gen Entities, the Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court and, if so ordered, any and all costs and expenses of procuring such bond or surety shall be borne by Reorganized MACH Gen.

D. *Rights and Powers of Disbursing Agent*

1. Powers of the Disbursing Agent

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated hereby; (c) employ professionals and incur reasonable fees and expenses to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

2. Incurred Expenses

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and documented expenses incurred by the Disbursing Agent on and after, or in contemplation of,

the Effective Date (including taxes) and any reasonable compensation and documented expense reimbursement claims (including reasonable attorney fees and expenses) made by the Disbursing Agent shall be paid in Cash by Reorganized MACH Gen.

E. *Delivery of Distributions and Undeliverable or Unclaimed Distributions*

1. Delivery of Distributions to DIP Agent

No later than two (2) Business Days after the Confirmation Order is entered, the DIP Agent shall provide to counsel to MACH Gen a list of all holders of DIP Claims as of such date and such additional information as reasonably requested by counsel to MACH Gen or the Disbursing Agent required to make distributions under the Plan. All distributions to holders of DIP Claims shall be governed by the DIP Credit Agreement and the DIP Orders and shall be made to each holder of an Allowed DIP Claim or such holder's authorized designee for purposes of distributions to be made hereunder. If no First Lien Step-In Scenario occurs, all reasonable and documented fees and expenses of the DIP Agent incurred after the Effective Date as part of this Article VII.E.1 shall be paid by Reorganized MACH Gen.

2. Delivery of Distributions to Holders of First Lien Claims

Upon (i) the execution of the New First Lien Facilities Documents; (ii) the issuance of 100% of the Interests of Reorganized New Harquahala to the holders of the First Lien Claims; and (iii) the payment in Cash of the Amendment Fee and Deferred Charges Amount, in each case, on the Effective Date, all distributions to holders of First Lien Claims shall be deemed complete in accordance with the Plan and all obligations thereafter shall be governed by the New First Lien Facilities Documents. The provisions of this Article VII.E.2 shall apply only in the event that the First Lien Step-In Scenario does not occur.

3. Delivery of Distributions in General

Except as otherwise provided herein or prior Bankruptcy Court order, the Disbursing Agent shall make distributions to holders of Allowed Claims and Allowed Interests as of the voting record date, June 4, 2018, at the address for each such holder as indicated on MACH Gen's records as of the date of any such distribution; provided, however, that the manner of such distributions shall be determined at the discretion of the Plan Proponents.

4. Minimum Distributions of Interests in Reorganized New Harquahala

No fractional Interests in Reorganized New Harquahala or Reorganized MACH Gen, as applicable, shall be distributed or transferred. When any distribution pursuant to the Plan would otherwise result in the issuance of a number of Interests in Reorganized New Harquahala or Reorganized MACH Gen, as applicable, that is not a whole number, the actual distribution of Interests in Reorganized New Harquahala or Reorganized MACH Gen, as applicable, shall be rounded as follows: (a) fractions of one-half (1/2) or greater shall be rounded to the next higher whole number, and (b) fractions of less than one-half (1/2) shall be rounded to the next lower whole number with no further payment therefor. The total number of authorized Interests in Reorganized New Harquahala or Reorganized MACH Gen, as applicable, to be distributed or transferred to holders of Allowed First Lien Claims and holders of Allowed DIP Claims, as applicable, shall be adjusted as necessary to account for the foregoing rounding.

5. Undeliverable Distributions and Unclaimed Property

In the event that any distribution to any holder is returned as undeliverable, no distribution to such holder shall be made unless and until the Disbursing Agent has determined the then-current address of such holder, at which time such distribution shall be made to such holder without interest; provided, however, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one year from the Effective Date; provided further, that MACH Gen, Reorganized MACH Gen, or Reorganized New Harquahala, as applicable, shall use commercially reasonable efforts to locate a holder if any distribution is returned as undeliverable. After such date, all unclaimed property or interests in property shall revert to Reorganized MACH Gen or Reorganized New Harquahala, as applicable, automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheat, abandonment, or unclaimed property laws to the contrary), and the claim of any holder to such property or interest in property shall be discharged and forever barred.

F. *Section 1145 Exemption*

Pursuant to section 1145 of the Bankruptcy Code, the offering, issuance, and distribution of Interests in MACH Gen, Reorganized MACH Gen, New Harquahala and/or Reorganized New Harquahala, as applicable, as contemplated by the Plan shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable law requiring registration of the offering, issuance, distribution, or sale of securities. In addition, under section 1145 of the Bankruptcy Code, the Interests in Reorganized MACH Gen and/or Reorganized New Harquahala, as applicable, will be freely tradable in the U.S. by the recipients thereof, subject to the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, and compliance with applicable securities laws and any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such securities or instruments and subject to any restrictions in the applicable New Organizational Documents.

G. *Compliance with Tax Requirements*

In connection with the Plan, to the extent applicable, Reorganized MACH Gen and Reorganized New Harquahala shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, Reorganized MACH Gen, Reorganized New Harquahala, and the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including withholding distributions pending receipt of information necessary to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate. Reorganized MACH Gen and Reorganized New Harquahala reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, liens, and encumbrances.

H. *No Postpetition Interest on Claims and Interests*

Unless otherwise specifically provided for in the Restructuring Support Agreement, Plan, Confirmation Order, or other Bankruptcy Court order or otherwise required by applicable law,

postpetition interest shall not accrue or be paid on any Claims or Interests, and no holder of a Claim or Interest shall be entitled to interest accruing on or after the Petition Date on any such Claim or Interest.

I. *Setoffs and Recoupment*

MACH Gen, Reorganized MACH Gen, and Reorganized New Harquahala, as applicable, are authorized to set off against or recoup from any Claims (to the extent not released pursuant to the Plan) of any nature whatsoever that MACH Gen, Reorganized MACH Gen, or Reorganized New Harquahala, as applicable, may have against the claimant, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by MACH Gen, Reorganized MACH Gen, or Reorganized New Harquahala, as applicable, of any such claim they may have against the holder of such Claim.

J. *Claims Paid or Payable by Third Parties*

1. Claims Paid by Third Parties

MACH Gen, Reorganized MACH Gen, or Reorganized New Harquahala, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without an objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the holder of such Claim receives payment (before or after the Effective Date) on account of such Claim from a party that is not a MACH Gen, Reorganized MACH Gen Entity, or Reorganized New Harquahala, as applicable. To the extent a holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a MACH Gen Entity, Reorganized MACH Gen Entity, or Reorganized New Harquahala, as applicable, on account of such Claim, such holder shall, within ten (10) days of receipt thereof, repay or return the distribution to the applicable MACH Gen Entity, Reorganized MACH Gen Entity, or Reorganized New Harquahala, to the extent the holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such holder to timely repay or return such distribution shall result in the holder owing the applicable Reorganized MACH Gen Entity or to Reorganized New Harquahala annualized interest at the federal judgment rate, as in effect as of the Petition Date, on such amount owed for each Business Day after the 10-day grace period specified above until the amount is repaid. To the extent that the First Lien Step-In Scenario does not occur and Reorganized New Harquahala receives a repayment or return of any distribution in accordance with this paragraph, Reorganized New Harquahala shall promptly pay such amount to the New Second Lien Lenders and such payment shall be deemed to constitute a repayment of the New Second Lien Facility.

2. Claims Payable by Third Parties

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of MACH Gen's insurance policies until the holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of MACH Gen's insurers agree to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without an objection having to be filed and without any further notice to or action, order or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies

Except as otherwise provided in the Plan, distributions to holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Plan Proponents or any Entity may hold against any other Entity under any insurance policies, including against insurers, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

ARTICLE VIII
PROCEDURES FOR TREATING CLAIMS AND INTERESTS UNDER PLAN

A. *Allowance of Claims*

After the Effective Date, MACH Gen, Reorganized MACH Gen, or Reorganized New Harquahala shall have and retain any and all rights and defenses such Entities had with respect to any Claim immediately before the Effective Date. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed pursuant to the Plan or a Final Order, including the Confirmation Order (when it becomes a Final Order), allowing such Claim.

B. Claims and Interests Administration Responsibilities

Except as otherwise specifically provided in the Plan and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, after the Effective Date, Reorganized MACH Gen (together with Reorganized New Harquahala, to the extent of any Claims against New Harquahala), by order of the Court, shall have the sole authority: (1) to File, withdraw, or litigate to judgment objections to Claims; (2) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Court.

C. Estimation of Claims

Before or after the Effective Date, MACH Gen, Reorganized MACH Gen, or Reorganized New Harquahala may (but are not required to) at any time request that the Court estimate any Disputed Claim or Disputed Interest that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Court has ruled on any such objection, and the Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register, but that has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Court. In the event that the Court estimates any Disputed, contingent, or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), and the relevant MACH Gen Entity may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in

no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before 21 days after the date on which such Claim is estimated. All of the aforementioned Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Court.

D. Adjustment to Claims Register Without Objection

Any Claim that has been paid or satisfied, or any Claim that has been amended or superseded by the holder of such Claim, may be adjusted or expunged on the Claims Register by MACH Gen or Reorganized MACH Gen without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Court.

E. Time to File Objections to Claims

Any objections to Claims must be Filed on or before the Claims Objection Deadline.

F. Disputed Claims and Interest Process

In the event the First Lien Step-In Scenario does not occur, on or prior to the occurrence of the Effective Date, MACH Gen shall provide a schedule of all Disputed Claims and Disputed Interests and the maximum amount of such Disputed Claims and Disputed Interests to the First Lien Lenders. On the Effective Date, MACH Gen or Reorganized MACH Gen shall deposit Cash equal to the maximum aggregate amount of the identified Disputed Claims and Disputed Interests in an interest bearing account (the "**Disputed Claim Reserve**") pending determination of the relevant objection or request for estimation. Upon (i) the issuance of a Final Order or (ii) an agreement between MACH Gen and/or Reorganized MACH Gen (together with Reorganized New Harquahala, to the extent of any Claims against New Harquahala), as applicable, on the one hand, and the holder of such Disputed Claim or Disputed Interest, on the other, in either case determining the Allowed amount of the relevant Disputed Claim or Disputed Interests, MACH Gen or Reorganized MACH Gen shall make distributions to the holder of such Allowed Claim or Allowed Interest from the Disputed Claim Reserve in accordance with the provisions of the Plan and Section J of this Article VIII. All other amounts deposited in the Disputed Claim Reserve on account of such Disputed Claim or Disputed Interest shall be returned to Reorganized MACH Gen immediately after the distributions on account of the relevant Disputed Claim or Disputed Interest. Reorganized MACH Gen shall promptly thereafter pay such returned amount to the New Second Lien Lenders and such payment shall be deemed to constitute a repayment of the New Second Lien Facility.

G. Disallowance of Claims

Notwithstanding anything to the contrary herein, all Claims of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Disallowed unless and until such Entity turns over or pays in full the amount that it owes to MACH Gen to either MACH Gen or Reorganized MACH Gen. All Proofs of Claim Filed on account of an indemnification obligation to a director, officer, or employee shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent such indemnification obligation is assumed (or

honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order, or approval of the Court.

H. Amendments to Claims

On or after the Effective Date, except as provided in the Plan or the Confirmation Order, a Claim may not be Filed or amended without the prior authorization of the Court or Reorganized MACH Gen (together with Reorganized New Harquahala, to the extent of any Claims against New Harquahala).

I. *No Distributions Pending Allowance*

Notwithstanding anything to the contrary herein, if any portion of a Claim or Interest is Disputed, no payment or distribution provided hereunder shall be made on account of such Claim or Interest unless and until such Disputed Claim or Disputed Interest becomes Allowed.

J. *Distributions after Allowance*

To the extent that a Disputed Claim or Disputed Interest ultimately becomes Allowed, distributions (if any) shall be made to the holder of such Allowed Claim or Allowed Interest in accordance with the provisions of the Plan. As soon as practicable after the date that the order or judgment finding or deeming any Disputed Claim or Disputed Interest to be Allowed has become a Final Order, the Disbursing Agent shall provide to the holder of such Claim or Interest the distribution (if any) to which such holder is entitled under the Plan as of the Effective Date, without any interest to be paid on account of such Claim or Interest.

K. *Single Satisfaction of Claims*

Holders of Allowed Claims may assert such Claims against each MACH Gen Entity obligated with respect to such Claims, and such Claims shall be entitled to share in the recovery provided for the applicable Class of Claims against each obligated Debtor based upon the full Allowed amount of such Claims. Notwithstanding the foregoing, in no case shall the aggregate value of all property received or retained under the Plan on account of any Allowed Claim exceed 100 percent of the underlying Allowed Claim plus applicable interest, if any.

ARTICLE IX
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. *Compromise and Settlement*

The Confirmation Order will constitute the Bankruptcy Court's finding and determination that the settlements reflected in the Plan are (1) in the best interests of MACH Gen, its Estates, and all holders of Claims or Interests, (2) fair, equitable, and reasonable, (3) made in good faith, and (4) approved by the Bankruptcy Court pursuant to Bankruptcy Rule 9019. In addition, the allowance, classification, and treatment of any Allowed Claims and Allowed Interests of a Released Party take into account any Causes of Action, whether under the Bankruptcy Code or otherwise under applicable non-bankruptcy law, that may exist between MACH Gen and any Released Party and, as of the Effective Date, any and all such Causes of Action are settled, compromised, and released as set forth in the Plan. The Confirmation Order shall authorize and

approve the releases by all Entities of all such contractual, legal, and equitable subordination rights and Causes of Action that are satisfied, compromised, and settled pursuant hereto. Nothing in this Article IX.A shall compromise or settle, in any way whatsoever, any Causes of Action that MACH Gen, Reorganized MACH Gen, or Reorganized New Harquahala, as applicable, may have against any Entity that is not a Released Party.

In accordance with the provisions of the Plan, and pursuant to Bankruptcy Rule 9019, without any further notice to, or action, order, or approval of, the Bankruptcy Court, after the Effective Date, Reorganized MACH Gen or Reorganized New Harquahala, as applicable, may, in its sole and absolute discretion, compromise and settle (1) Claims (including Causes of Action) against and Interests in MACH Gen (if any), and (2) claims (including Causes of Action) against other Entities.

B. *Discharge of Claims*

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan (including, for the avoidance of doubt, the Plan Supplement), the distributions, rights, and treatment that are provided in the Plan shall be in exchange for and in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by Reorganized MACH Gen), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in MACH Gen or any of its assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose prior to the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in section 502(g), (h), or (i) of the Bankruptcy Code. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests as set forth above subject to the occurrence of the Effective Date.

C. *Release of Liens*

Except as otherwise expressly provided in the Plan, or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, including the New First Lien Facilities Documents and the New Second Lien Facility Documents, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and the effectiveness of the New First Lien Facilities Documents and the New Second Lien Facility Documents, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized MACH Gen Entities or Reorganized New Harquahala, as applicable, and each of their successors and assigns.

D. *Releases of Released Parties*

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in this Article IX.D and shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the

good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the claims released by this Article IX.D; (3) in the best interests of MACH Gen and all holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any Entity (including MACH Gen) asserting any claim or Cause of Action released pursuant to this Article IX.D.

1. Releases by MACH Gen

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, including without limitation the efforts of the Released Parties to facilitate the reorganization of MACH Gen and the implementation of the restructuring contemplated by the Restructuring Support Agreement, on and after the Effective Date, MACH Gen, Reorganized Mach Gen, Reorganized New Harquahala, and the Estates are deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Released Party from, and covenanted not to sue on account of, any and all claims, interests, obligations (contractual or otherwise), rights, suits, damages, Causes of Action (including Avoidance Actions), remedies, and liabilities whatsoever, including any derivative claims assertable by or on behalf of a MACH Gen Entity, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that MACH Gen, Reorganized Mach Gen, Reorganized New Harquahala, or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity (including any MACH Gen Entity), based on or relating to, or in any manner arising from, in whole or in part, MACH Gen, the Chapter 11 Cases, the DIP Claims, the First Lien Claims, the purchase, sale, or rescission of the purchase or sale of any security of MACH Gen, Reorganized MACH Gen, or Reorganized New Harquahala, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any MACH Gen Entity and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or dissemination of the Plan (including, for the avoidance of doubt, the Plan Supplement), the Disclosure Statement, the Restructuring Support Agreement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined by a Final Order of a court of competent jurisdiction to have constituted willful misconduct, fraud, or gross negligence, provided, that nothing in this Section IX.D.1 shall release MACH Gen or Reorganized MACH Gen from its indemnification obligations with respect to Reorganized New Harquahala or any other Harquahala Asset as set forth on Schedule B attached hereto.

2. Third-Party Releases by Holders of Claims or Interests

On and after the Effective Date, to the maximum extent permitted by applicable law, each Releasing Party (other than MACH Gen, Reorganized MACH Gen, and Reorganized New Harquahala, which releases therefrom are set forth in Article IX.D.1 above) shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Released Parties from, and covenanted not to sue on account of, any and all claims, interests, obligations (contractual or otherwise), rights, suits,

damages, Causes of Action (including Avoidance Actions), remedies, and liabilities whatsoever, including any derivative claims assertable by or on behalf of a MACH Gen Entity, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Releasing Party would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity (including any MACH Gen Entity), based on or relating to, or in any manner arising from, in whole or in part, MACH Gen, the Chapter 11 Cases, the DIP Claims, the First Lien Claims, the purchase, sale, or rescission of the purchase or sale of any security of MACH Gen, Reorganized MACH Gen, or Reorganized New Harquahala, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any MACH Gen Entity and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or dissemination of the Plan (including, for the avoidance of doubt, the Plan Supplement), the Disclosure Statement, the Restructuring Support Agreement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined by a Final Order of a court of competent jurisdiction to have constituted willful misconduct, fraud, or gross negligence.

E. *Exculpation*

No Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any claim (including any Cause of Action) related to any act taken or omitted to be taken in connection with, relating to, or arising out of the restructuring efforts of MACH Gen, negotiation of and entry into the Restructuring Support Agreement, the DIP Credit Agreement, the New First Lien Facilities Documents, the New Second Lien Facility Documents, the New Intercreditor Agreement, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the Plan (including, for the avoidance of doubt, the Plan Supplement), the preparation or filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the Restructuring Transactions, and the administration and implementation of the Plan, including the issuance of any securities or the distribution of property under the Plan or any other agreement or any obligation, cause of action, or liability for any such Claim; provided, however, that the foregoing "Exculpation" shall have no effect on the liability of any Entity that results from any such act or omission that is determined by a Final Order of a court of competent jurisdiction to have constituted willful misconduct, fraud, or gross negligence; provided further, that in all respects such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to, or in connection with, the Plan. The Exculpated Parties have participated in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of the securities pursuant to the Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan, provided, that nothing in this Section IX.E shall exculpate MACH Gen or Reorganized MACH Gen of its indemnification obligations with

respect to the Reorganized New Harquahala or any other Harquahala Asset as set forth on Schedule B attached hereto.

F. *Injunction*

Except as otherwise expressly provided in the Plan and except for obligations issued pursuant to the Plan, including with respect to the New First Lien Facilities and the New Second Lien Facility, all Entities who have held, hold, or may hold claims, Causes of Action, or interests that have been released pursuant to Article IX.D (the "Released Claims") or discharged pursuant to Article IX.B (the "Discharge"), or that are subject to exculpation pursuant to Article IX.E (the "Exculpation"), are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Released Parties or the Exculpated Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with, or with respect to, any Released Claims or any Claim, Cause of Action, or Interest that is the subject of the Discharge or Exculpation; (2) enforcing, attaching, collecting, or recovering, by any manner or means any judgment, award, decree or order against the Released Parties or the Exculpated Parties, as applicable, on account of, in connection with, or with respect to, any Released Claims or any Claim, Cause of Action, or Interest that is the subject of the Discharge or Exculpation; (3) creating, perfecting, or enforcing any encumbrance of any kind against the Released Parties or the Exculpated Parties, as applicable, or their property or assets on account of, in connection with, or with respect to, any Released Claims or any Claim, Cause of Action, or Interest that is the subject of the Discharge or Exculpation; and (4) asserting any right of subrogation or recoupment of any kind against any obligation due from the Released Parties or the Exculpated Parties, as applicable, or against their property or assets on account of, in connection with, or with respect to, any Released Claims or any Claim, Cause of Action, or Interest that is the subject of the Discharge or Exculpation, provided, that nothing in this Section F shall enjoin Reorganized New Harquahala from asserting claims against MACH Gen or Reorganized MACH Gen on account of its indemnification obligations with respect to the Reorganized New Harquahala or any other Harquahala Asset as set forth on Schedule B attached hereto.

ARTICLE X
CONDITIONS TO CONFIRMATION AND EFFECTIVE DATE

A. *Conditions to Confirmation*

The following are conditions to Confirmation that shall have been satisfied or waived in accordance with Article X.C:

1. no valid termination of the Restructuring Support Agreement with respect to the obligations of all parties thereto shall have occurred, and no Termination Event (as defined in the Restructuring Support Agreement) shall have occurred and not been waived that, in either instance, has the effect of (a) removing any MACH Gen Entity as a party to the Restructuring Support Agreement or (b) having Support Parties remaining as parties to the Restructuring Support Agreement that do not meet the thresholds specified in section 1 of the Restructuring Support Agreement;

2. the Confirmation Order shall approve all provisions, terms, and conditions hereof and be in form and substance reasonably acceptable to MACH Gen and the Support Parties or, in the event of the First Lien Step-In Scenario, the Plan Proponents;

3. the Plan Supplement shall have been filed at least ten (10) days prior to the Confirmation Hearing, in form and substance reasonably acceptable to MACH Gen and the Support Parties or, in the event of the First Lien Step-In Scenario, the Plan Proponents, and any additional documents or amendments to previously-filed documents shall have been filed as amendments to the Plan Supplement prior to Confirmation; and

4. no later than five (5) Business Days prior to the Confirmation Hearing, Talen Lender and Talen LC Provider, as applicable, shall have irrevocably confirmed in writing that it will, immediately prior to, or substantially concurrent with, the occurrence of the Effective Date (including the satisfaction or waiver of the conditions to the Effective Date set forth in Section B, below), (i) provide and fund the New Second Lien Facility in an amount necessary to satisfy all of the MACH Gen Entities' or Reorganized MACH Gen's and Reorganized New Harquahala's financial commitments and administrative obligations under and as required to confirm the Plan, including, without limitation, any potential funding shortfall, if one exists at such time, as a result of the aggregate amount of such financial commitments and administrative obligations exceeding the proposed amount of the New Second Lien Facility plus the amount of the New First Lien Revolver (the "**Talen Funding Obligation**"), and (ii) cause to be issued to the First Lien Lenders each of the backstop letters of credit set forth on that certain Schedule A to the New LC Support Agreement (the "**Backstop LC Schedule**"), in each case issued in the form attached as Exhibit A to the New LC Support Agreement and by a bank listed on Schedule I to the New LC Support Agreement or otherwise acceptable to the Consenting Lenders in their sole discretion, and otherwise in accordance with the terms of the New LC Support Agreement and in the amounts set forth on the Backstop LC Schedule (such letters of credit, the "**Backstop LCs**").

B. *Conditions to Effective Date*

The following are conditions to the Effective Date that shall have been satisfied or waived in accordance with Article X.C:

1. no valid termination of the Restructuring Support Agreement with respect to the obligations of all parties thereto shall have occurred, and no Termination Event (as defined in the Restructuring Support Agreement) shall have occurred and not been waived that, in either instance, has the effect of (a) removing any MACH Gen Entity as a party to the Restructuring Support Agreement or (b) having Support Parties remaining as parties to the Restructuring Support Agreement that do not meet the thresholds specified in section 1 of the Restructuring Support Agreement;

2. Talen LC Provider shall have caused each of the Backstop LCs to be issued to the First Lien Lenders;

3. the Bankruptcy Court shall have entered the DIP Orders, which shall have become Final Orders, (a) in the forms attached to the Restructuring Support Agreement or (b) in such other forms as are consented to by the MACH Gen and the Support Parties;

4. Confirmation shall have occurred, and the Bankruptcy Court shall have entered the Confirmation Order, which shall have become a Final Order, in form and substance reasonably acceptable to MACH Gen and the Support Parties or, in the event of the First Lien Step-In Scenario, the Plan Proponents;

5. all authorizations, consents, regulatory approvals, rulings, or documents required by applicable law to implement and effectuate the Plan, including any approvals required in connection with the transfer, change of control, or assignment of MACH Gen's permits and licenses, shall have been obtained from any appropriate regulatory agencies, including FERC and the Federal Communications Commission, and not subject to any appeal;

6. the New Second Lien Facility shall have been entered into and funded in an amount sufficient to cover the Talen Funding Obligation in its entirety, including any amounts necessary to fund the Disputed Claims Reserve;

7. the First Lien Lenders shall have approved the schedule of assumed and rejected Executory Contracts and Unexpired Leases attached to the Plan Supplement and any motion to assume or reject the Executory Contracts or Unexpired Leases set forth on Schedule A hereto shall have been resolved in a matter satisfactory to MACH Gen and the Support Parties or, in the event of the First Lien Step-In Scenario, the Plan Proponents;

8. the members of the New Boards shall have been identified in the Plan Supplement;

9. all documents to be executed, delivered, assumed, or performed upon or in connection with Consummation shall have been executed, delivered, assumed, or performed, as the case may be, and any conditions contained therein (other than Consummation or notice of Consummation) shall have been satisfied or waived in accordance therewith, including the New First Lien Facilities, the Harquahala Reorganization Annex, and all documents included in the Plan Supplement, which are in form and substance reasonably acceptable to MACH Gen and the Support Parties or, in the event of the First Lien Step-In Scenario, the Plan Proponents, and otherwise consistent with the Restructuring Support Agreement;

10. all other actions, documents, certificates, and agreements necessary to implement the Plan shall have been effected or executed and delivered, as the case may be, to the appropriate parties and, to the extent required, filed with the applicable Governmental Units in accordance with applicable law, including all actions necessary in order to perfect and protect the liens and security interests securing the New First Lien Facility and the New Second Lien Facility;

11. MACH Gen shall have provided the First Lien Lenders with a schedule identifying all Disputed Claims and Disputed Interests and the maximum

aggregate amount of such Disputed Claims and Disputed Interests and shall have deposited Cash equal to the maximum aggregate amount of the identified Disputed Claims and Disputed Interests in the Disputed Claims Reserve;

12. if the First Lien Step-In Scenario does not occur, MACH Gen and Talen LC Provider (together with any affiliates of Talen LC Provider necessary to give effect thereof) shall have entered into a subordination agreement with the First Lien Lenders regarding the Tax Allocation Claims (in form and substance acceptable to the First Lien Lenders); and

13. there shall not be in effect any (a) order, opinion, ruling, or other decision entered by any court or other Governmental Unit or (b) U.S. or other applicable law staying, restraining, enjoining, prohibiting, or otherwise making illegal the implementation of any of the transactions contemplated by the Plan.

C. *Waiver of Conditions*

The conditions to Confirmation and the Effective Date set forth in this Article X may be waived, in whole or in part, without notice, leave, or order of the Bankruptcy Court, by: (1) if the First Lien Step-In Scenario does not occur, by the Plan Proponents, with the consent of the Support Parties, or (2) in the event of the First Lien Step-In Scenario, by the Plan Proponent.

D. *Effect of Non-Occurrence of Effective Date*

If it is determined by the Plan Proponents that the Effective Date shall not and cannot occur on the terms contemplated by the Plan and the Confirmation Order, the Plan shall be null and void in all respects, and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by MACH Gen, the Plan Proponents, any holders of Claims or Interests (including the Support Parties), or any other Entity; (2) prejudice in any manner the rights of MACH Gen, the Plan Proponents, any holders of Claims or Interests (including the Support Parties), or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by MACH Gen, any holders of Claims or Interests (including the Support Parties), or any other Entity, in any respect. For the avoidance of doubt, except as provided in the Restructuring Support Agreement, nothing in the Plan shall be construed as requiring termination or avoidance of the Restructuring Support Agreement upon non-occurrence of the Effective Date (subject, in all respects, to any consent, termination, or other rights of the Support Parties under the Restructuring Support Agreement) or as otherwise preventing the Restructuring Support Agreement from being effective in accordance with its terms.

ARTICLE XI
MODIFICATION, REVOCATION OR WITHDRAWAL OF PLAN

A. *Modification and Amendments*

Except as otherwise specifically provided in the Plan, and subject to the terms of the Restructuring Support Agreement, the Plan Proponents reserve the right to modify the Plan, whether such modification is material or immaterial, and seek and obtain Confirmation consistent with the Bankruptcy Code. Subject to certain restrictions and requirements set forth in section

1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan and the terms of the Restructuring Support Agreement, the Plan Proponents expressly reserve their respective rights to revoke, withdraw, alter, amend, or modify the Plan with respect to each MACH Gen Entity, one or more times, after Confirmation, and to the extent necessary may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan and the Restructuring Support Agreement. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with this Article XI.

Notwithstanding anything to the contrary herein or in the Restructuring Support Agreement, the Plan Proponents shall not amend or modify the Plan, including, but not limited to, Article I.45 (Definition of "Exculpated Parties"), Article I.108 (Definition of "Released Claims"), Article I.109 (Definition of "Released Parties"), Article I.110 (Definition of "Releasing Parties"), Article IX.D (Releases of Released Parties), Article IX.E (Exculpation) or Article IX.F (Injunction), as it relates to any release or exculpation of, or injunction with respect to claims against, Talen, Beal Bank USA, or Beal Bank, SSB, and their respective affiliates and each of their respective predecessors, successors and assigns, and current and former shareholders, subsidiaries, directors, officers, funds, members, employees, partners, managers, agents, representatives, principals, consultants, attorneys, and professional advisors, in their capacities as such, without Talen's or Beal Bank USA and Beal Bank, SSB's prior written consent, as applicable; provided, however that should the Court not approve Article I.45 (Definition of "Exculpated Parties") and/or Article IX.E (Exculpation) in whole or in part, such provision or provisions shall be ineffective only to the extent disapproved by the Court, without invalidating the remainder of such provision or any other provision of this Plan or the Restructuring Support Agreement (and shall not give rise to Talen, MACH Gen, LLC, the MACH Gen Entities, Beal Bank USA, or Beal Bank, SSB having a termination right under the Restructuring Support Agreement or otherwise solely as a result of such ineffectiveness of the provision or provisions in whole or in part).

B. *Effect of Confirmation on Modifications*

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. *Revocation or Withdrawal of Plan*

The Plan Proponents reserve the right to revoke or withdraw the Plan with respect to any or all of the MACH Gen Entities prior to the Confirmation Date and to file subsequent plans of reorganization, subject in each instance to the Restructuring Support Agreement. If the Plan Proponents revoke or withdraw the Plan, or if Confirmation or the Effective Date does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Class of Claims), assumption of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of such MACH Gen Entity or any other Entity (including the Plan Proponents and the Support Parties); or (c) constitute an admission,

acknowledgement, offer, or undertaking of any sort by such MACH Gen Entity or any other Entity (including the Plan Proponents and the Support Parties).

ARTICLE XII
RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or Unsecured status, or amount of any Claim or Interest, including (a) the resolution of any request for payment of any Administrative Expense and (b) the resolution of any objections to the Secured or Unsecured status, priority, amount, or allowance of Claims or Interests;

2. decide and resolve all matters related to the granting and denying, in whole or in part, of any applications for allowance of compensation or reimbursement of expenses to Professionals pursuant to the Bankruptcy Code or the Plan;

3. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which MACH Gen is party or with respect to which MACH Gen may be liable, and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Claims for rejection damages or cure amounts pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed and (c) any dispute regarding whether a contract or lease is or was executory or expired;

4. ensure that distributions to holders of Allowed Claims and Allowed Interests are accomplished pursuant to the provisions of the Plan;

5. adjudicate, decide, or resolve any motions, adversary proceedings, contested, or litigated matters, and any other matters, and grant or deny any applications involving MACH Gen that may be pending on the Effective Date;

6. adjudicate, decide, or resolve any and all matters related to sections 1141 and 1146 of the Bankruptcy Code;

7. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;

8. enter and enforce any order for the sale or transfer of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

9. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

10. issue injunctions, enter, and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan and ensure compliance with the Plan;

11. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in Article IX, and enter such orders as may be necessary or appropriate to implement or enforce such releases, injunctions, and other provisions;

12. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the holder of a Claim or Interest for amounts not timely repaid pursuant to Article VII.J.1;

13. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;

14. determine any other matters that may arise in connection with, or relate to, the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;

15. enter an order or final decree concluding or closing the Chapter 11 Cases;

16. adjudicate any and all disputes arising from or relating to distributions under the Plan;

17. adjudicate any and all disputes arising from (1) the cancellation of Interests in MACH Gen or New Harquahala, as applicable, (2) the issuance of Interests in Reorganized MACH Gen to the holders of First Lien Claims and DIP Claims or the issuance of Interests in Reorganized New Harquahala to the holders of First Lien (Term Loan) Claims, as applicable, and (3) the transfer of any other Harquahala Asset to the holders of First Lien (Term Loan) Claims.

18. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

19. determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

20. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;

21. hear and determine matters concerning state, local, federal taxes and fees in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

22. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions, and releases granted in the Plan, including under Article IX, regardless of whether such termination occurred before or after the Effective Date;

23. enforce all orders previously entered by the Bankruptcy Court; and

24. hear any other matter not inconsistent with the Bankruptcy Code.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

A. *Immediate Binding Effect*

Subject to Article X.B and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon Consummation, the terms of the Plan shall be immediately effective and enforceable and deemed binding upon MACH Gen, Reorganized MACH Gen, Reorganized New Harquahala, and any and all holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are party, or subject, to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all of MACH Gen's counterparties to Executory Contracts, Unexpired Leases, and any other prepetition agreements.

B. *Additional Documents*

On or before the Effective Date, the Plan Proponents may enter into any such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. MACH Gen, Reorganized MACH Gen, or Reorganized New Harquahala, as applicable, and all holders of Claims or Interests receiving distributions pursuant to the Plan and all other parties in interest may, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. *Payment of Statutory Fees*

All fees payable pursuant to section 1930(a) of the Judicial Code shall be paid by the Disbursing Agent on behalf of each Reorganized MACH Gen Entity for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

D. *Statutory Committee and Cessation of Fee and Expense Payment*

On the Effective Date, any statutory committee appointed in the Chapter 11 Cases shall be deemed to have been dissolved, and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases. After the Effective Date, Reorganized MACH Gen and Reorganized New Harquahala shall no longer be responsible for paying any fees or expenses incurred by the advisors to any statutory committees.

E. *Reservation of Rights*

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order, and the Confirmation Order shall have no force or effect if the Effective Date does not occur. None of the filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any MACH Gen Entity with respect to the holders of Claims or Interests before Consummation.

F. *Successors and Assigns*

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, affiliate, officer, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

G. *Notices*

All notices, requests, and demands to or upon MACH Gen shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

If to MACH Gen, to:

John Chesser
Chief Financial Officer
New MACH Gen, LLC
1780 Hughes Landing
Suite 800
The Woodlands, TX 77380

with copies to:

Young Conaway Stargatt & Taylor, LLP
Rodney Square
1000 North King Street
Wilmington, DE 19801
Attn: Edmon L. Morton (emorton@ycst.com)
Telephone: (302) 571-6690
Facsimile: (302) 576-3283

If to Talen, to:

Talen Energy Supply, LLC
1780 Hughes Landing
Suite 800
The Woodlands, TX 77380
Attn: Thomas G. Douglass, Jr. (legalservices@talenenergy.com)

with copies to:

Skadden, Arps, Slate, Meagher & Flom LLP
4 Times Square
New York, NY 10036
Attn: Lisa Laukitis (lisa.laukitis@skadden.com)
Telephone: (212) 735-3290
Facsimile: (212) 735-2000

If to the First Lien Agent:

CLMG Corp., as administrative agent and collateral agent
7195 Dallas Parkway
Plano, TX 75024
Attn: Mr. James Erwin (jerwin@clmgcorp.com)
Telephone: (469) 467-5414
Facsimile: (469) 467-5550

with copies to:

Beal Bank USA
Beal Bank, SSB
c/o CSG Investments Inc.
6000 Legacy Drive
Plano, TX 75024
Attn: Mr. Jacob Cherner (jcherner@csginvestments.com)
Telephone: (469) 467-5563
Facsimile: (469) 241-9567

CSG Investments Inc.
6000 Legacy Drive
Plano, TX 75024
Attn: Mr. Steve Harvey (sharvey@csginvestments.com)
Telephone: (469) 467-5651
Facsimile: (469) 241-9567

Hunton & Williams LLP
2200 Pennsylvania Ave. NW
Washington, DC 20037
Attn: Ellis M. Butler, Esq. (ebutler@hunton.com)
Telephone: (202) 955-1500
Facsimile: (202) 778-2201

White & Case LLP
Southeast Financial Center, Suite 4900
200 South Biscayne Boulevard
Miami, FL 33131
Attn: Thomas E Lauria (tlauria@whitecase.com)
Telephone: (305) 371-2700
Facsimile: (305) 358-5744

White & Case LLP
1155 Avenue of the Americas
New York, NY 10036
Attn: Scott Greissman (sgreissman@whitecase.com)
Telephone: (212) 819-8200
Facsimile: (212) 354-8113

After the Effective Date, the Plan Proponents shall be authorized to send a notice to Entities specifying that, in order to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity (excluding the United States Trustee) must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Plan Proponents shall be authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to the United States Trustee, those Entities who have filed such renewed requests and the Entities affected by any relief requested.

H. *Term of Injunctions or Stays*

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and existing on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

I. *Entire Agreement*

Except as otherwise indicated, the Plan (including the Plan Supplement) supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan, provided that, prior to the occurrence of the Effective Date and Consummation, in the event of any conflict between the terms of the DIP Orders and the terms of the Plan, the terms of the DIP Order shall govern.

J. *Exhibits*

All exhibits and documents included in the Plan Supplement are incorporated into, and are a part of, the Plan as if set forth in full in the Plan. After the exhibits and documents are filed, copies of such exhibits and documents shall be available upon written request to the Plan Proponents' counsel at the address above or by downloading such exhibits and documents from the Bankruptcy Court's website at http://www.ecf.deb.uscourts.gov/ or the website of MACH Gen's notice and voting agent at http://cases.primeclerk.com/newmachgen. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

K. *Nonseverability of Plan Provisions*

Before Confirmation, if any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void,

or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without consent of MACH Gen, the Consenting Lenders (as defined in the Restructuring Support Agreement), and the Consenting Equity Holders (as defined in the Restructuring Support Agreement); and (3) nonseverable and mutually dependent.

L. *Votes Solicited in Good Faith*

Upon entry of the Confirmation Order, the Plan Proponents shall be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code and, pursuant to section 1125(e) of the Bankruptcy Code, MACH Gen and its respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and attorneys shall be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of securities offered and sold under the Plan and any previous plan, and, therefore, none of any such parties or individuals, the Plan Proponents, or Reorganized MACH Gen will have any liability for the violation of any applicable law, rule or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the securities offered and sold under the Plan and any previous plan.

M. *Closing of Chapter 11 Cases*

Reorganized MACH Gen, Reorganized New Harquahala, or the Plan Proponents, as applicable, shall, promptly after the full administration of the Chapter 11 Cases, file with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

N. *Document Retention*

On and after the Effective Date, Reorganized MACH Gen and Reorganized New Harquahala may maintain documents in accordance with its current document retention policy, as may be altered, amended, modified, or supplemented by Reorganized MACH Gen or Reorganized New Harquahala.

O. *Conflicts*

Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement, Plan Supplement, Restructuring Support Agreement, or any other order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan (without reference to the Plan Supplement), the Plan (without reference to the Plan Supplement) shall govern and control.

[Remainder of page intentionally left blank]

Dated: June 4, 2018

Respectfully submitted,

NEW MACH GEN, LLC

By: _____
Name: John Chesser
Title: CFO

MACH GEN GP, LLC

By: _____
Name: John Chesser
Title: CFO

MILLENNIUM POWER PARTNERS, L.P.

By: _____
Name: John Chesser
Title: CFO

NEW ATHENS GENERATING COMPANY, LLC

By: _____
Name: John Chesser
Title: CFO

NEW HARQUAHALA GENERATING COMPANY, LLC

By: _____
Name: John Chesser
Title: CFO

BEAL BANK USA.

By: _____
Name: Jacob Cherner
Title: Authorized Signatory

BEAL BANK, SSB

By: _____
Name: Jacob Cherner
Title: Authorized Signatory

Dated: June 4, 2018

Respectfully submitted,

NEW MACH GEN, LLC

By: _____
Name:
Title:

MACH GEN GP, LLC

By: _____
Name:
Title:

MILLENNIUM POWER PARTNERS, L.P.

By: _____
Name:
Title:

NEW ATHENS GENERATING COMPANY, LLC

By: _____
Name:
Title:

NEW HARQUAHALA GENERATING COMPANY, LLC

By: _____
Name:
Title:

BEAL BANK USA.

By: _____
Name: Jacob Cherner
Title: Authorized Signatory

BEAL BANK, SSB

By: _____
Name: Jacob Cherner
Title: Authorized Signatory

Schedule A

Schedule of Executory Contracts and Unexpired Leases

ATHENS PROJECT

- Niagara-Athens Interconnection Facility and Interconnection Facility Premises Lease, dated October 12, 2007, by and between Athens and Niagara Mohawk Power Corporation, expires December 30, 2023

- Interconnection Agreement, dated April 27, 2001, effective May 15, 2001, by and between Athens and Niagara Mohawk Power Corporation, expires March 1, 2031

- Special Protection System Engineering, Construction and Implementation Agreement, dated February 7, 2007, effective December 14, 2006, by and between Athens and Niagara Mohawk Power Corporation, d/b/a National Grid, amended and restated on December 21, 2012, effective June 31, 2014, expires June 31, 2024

- Interconnection Facilities Agreement, dated October 24, 2001, by and between Athens and Iroquois Gas Transmission System, LP, effective September 1, 2003, expires September 1, 2018

- Operations and Maintenance Agreement for the Athens Interconnection Facility, dated October 24, 2001, by and between Athens and Iroquois Gas Transmission System, LP

- Operational Balancing Agreement, dated October 24, 2001, by and between Athens and Iroquois Gas Transmission System, LP, effective January 7, 2003

- Second Amended and Restated Term Warranty Contract, effective as of July 25, 2016, by and between Siemens Energy, Inc. and Athens

- Lease Agreement, dated December 1, 2001, amended and restated on May 1, 2003, by and between the Greene County Industrial Development Agency and Athens, expires December 30, 2023

- Second Amended and Restated Operation and Maintenance Agreement between New Athens Generating Company, LLC and NAES Corporation dated as of January 1, 2013, as amended on March 1, 2015, extended on September 14, 2015, December 28, 2016, and December 22, 2017, expires December 31, 2018

- Payment in Lieu of Tax Agreement, dated as of May 1, 2003, by and between Greene County Industrial Development Agency and Athens, expires May 1, 2023

- PILOT Mortgage and Security Agreement, dated as of May 1, 2003, from Greene County Industrial Development Agency and Athens to Greene County Industrial Development Agency and recorded in Book 1710 at Page 281 in the Greene County Clerk's Office, Instrument No. 4289

- SPPA-T3000 Life Cycle Maintenance Program (LCMP), dated May 1, 2013, by and between Siemens Energy, Inc. and Athens, expires April 30, 2023

- Pipeline Crossing Agreement (No. NYC-038807), dated May 24, 2001, by and between CSX Transportation, Inc. and Athens Generating Company L.P., as amended by that Supplemental Agreement, dated February 14, 2002, expires May 31, 2024

- Wireline Crossing Agreement (No. NYC-039224), dated May 24, 2001, by and between CSX Transportation, Inc. and Athens Generating Company L.P., as amended by that Supplemental Agreement, dated February 14, 2002, expires May 31, 2024

- Power Sales and Energy Management Agreement, dated September 1, 2016, as amended on September 1, 2016, February 20, 2018, March 31, 2018, and April 30, 2018 by and between Talen Energy Marketing, LLC and Athens

MILLENNIUM PROJECT

- Interconnection Service Agreement, dated November 26, 1997, by and between Millennium and New England Power Company

- Service Agreement for Network Integration Transmission Service, effective February 1, 2002, by and between Millennium and New England Power Company

- Letter Agreement, dated November 6, 1997, by and between Millennium and Tennessee Gas Pipeline Company

- Balancing Agreement, dated March 15, 2000, by and between Millennium and Tennessee Gas Pipeline Company

- Second Amended and Restated Term Warranty Contract, effective as of July 25, 2016, by and between Siemens Energy, Inc. and Millennium

- Lease, dated as of August 31, 1998 by and between the Town of Southbridge, Massachusetts and Millennium, as amended

- Agreement, dated as of March 6, 1997, by and between Millennium and Town of Charlton, Massachusetts, expires July 1, 2021

- Decommissioning Agreement, dated November 25, 1997, by and between Millennium and Town of Charlton, Massachusetts, expires July 1, 2020

- Second Amended and Restated Operation and Maintenance Agreement between Millennium Power Partners, L.P. and NAES Corporation dated as of January 1, 2013, as amended on March 1, 2015, extended on September 14, 2015, December 28, 2016, and December 22, 2017, expires December 31, 2018

- Water Supply Agreement, dated January 5, 1998, by and between Millennium and the Town of Southbridge, MA, expires January 5, 2028

- Amended and Restated Water Rights Agreement, dated January 24, 2014, by and between Millennium and Southbridge Associates II, LLC

- Water Withdrawal Registration Partial Transfer Agreement, dated June 5, 1997, by and between Millennium and American Optical Corporation (f/k/a American Optical Company)

- Water and Water Return Line Easement Agreement, dated January 29, 1999, by and between Millennium and Southbridge Associates Limited Partnership

- Water and Return Line Easement Agreement, dated February 25, 1998, by and between Millennium and Schott North America (f/k/a Schott Fiber Optic, Inc.), as amended by First Amendment to Water and Water Return Line Easement Agreement, dated as of February 19, 1999

- Market Participant Service Agreement, dated February 1, 2005, by and between Millennium and ISO New England Inc.

- Letter Agreement, dated September 1, 2011, by and between Millennium and Southbridge Associates II, LLC, with an additional Letter Agreement, dated September 24, 2013, by and between Millennium and Southbridge Associates II, LLC

- SPPA-T3000 Life Cycle Maintenance Program (LCMP), dated March 13, 2015, by and between Siemens Energy, Inc. and Millennium, expires December 31, 2024

- Power Sales and Energy Management Agreement, dated August 4, 2016, as amended on August 4, 2016, February 20, 2018, March 31, 2018, and May 31, 2018 by and between Talen Energy Marketing, LLC and Millennium

HARQUAHALA PROJECT

- Water Protection Agreement, dated July 11, 2000, by and between Harquahala, the Harquahala Valley Irrigation District and Harquahala Valley Power District

- ANPP Hassayampa Switchyard Interconnection Agreement, dated November 1, 2001, by and among various parties, including Salt River Project Agricultural Improvement and Power District and Harquahala

- Water Delivery Agreement, dated July 11, 2000, between Harquahala and the Harquahala Valley Irrigation District

- Letter Agreement, dated November 27, 2000, by and between Harquahala and El Paso Natural Gas Company

- Agreement for the Delivery of Excess Central Arizona Project Water, dated May 21, 2004, by and between Harquahala and the Central Arizona Water Conservation District

- Operational Balancing Agreement, dated February 28, 2003, between Harquahala and El Paso Natural Gas Company

- Amended and Restated Term Warranty Contract, by and between Siemens Energy, Inc. and Harquahala, effective as of September 28, 2017

- Second Amended and Restated Operation and Maintenance Agreement between New Harquahala Generating Company, LLC and NAES Corporation, effective as of January 1, 2014, as amended on March 1, 2015, extended on September 14, 2015, December 28, 2016, and December 22, 2017, expires December 31, 2018

- SPPA-T3000 Life Cycle Maintenance Program Proposal, dated August 21, 2013, for Harquahala by Siemens Energy, Inc., expires August 21, 2023, and related Purchase Orders, dated August 29, 2013

- Transmission Owner/Operator Services Agreement, dated May 5, 2008, as extended pursuant to (a) the letter agreement dated April 11, 2011, (b) the letter agreement dated December 12, 2012, (c) the letter agreement dated October 29, 2013, (d) the letter agreement dated September 14, 2015, (e) the letter agreement dated December 29, 2016, (f) the letter agreement dated September 27, 2017, (g) the letter agreement dated January 30, 2018, and (h) the letter agreement dated February 27, 2018, by and between Harquahala and Gridforce Energy Management, LLC (f/k/a Constellation Energy Control and Dispatch, LLC)

- License Agreement, dated February 13, 2001, by and between Harquahala and Southern California Edison Company

- Amended and Restated Southwest Reserve Sharing Group Participation Agreement, effective as of June 28, 2017, by and among various participants (including Harquahala)

- Energy Management Agreement, dated June 8, 2017 between Harquahala and EDF Energy Services, LLC

- ISDA Master Agreement, dated as of June 8, 2017 between EDF Energy Services, LLC and Harquahala, including all Schedules, Credit Support Annexes, EDF Trading Limited Guarantee, and other supplements attached thereto.

- Guarantee, dated as of June 8, 2017, by EDF Trading Limited

- Reliability Coordinator Funding Agreement entered into July 30, 3015 between Harquahala and Peak Reliability, Inc.

- Control Area Services Agreement dated September 12, 2003 between Harquahala and Gridforce Energy Management, LLC as extended pursuant to (a) the letter agreement dated December 12, 2012, (b) the letter agreement dated October 29, 2013, (c) the letter agreement dated September 14, 2015, (d) the letter agreement dated December 29, 2016, (e) the letter agreement dated September 27, 2017, (f) the letter agreement dated January 30, 2018, and (g) the letter agreement dated February 27, 2018.

- Transmission Line Maintenance Change Order / Maintenance Request (Tower Rental Agreement) dated as of May 3, 2018, between New Harquahala and Salt River Project Agricultural Improvement and Power District.

Annex A

Harquahala Reorganization Annex

ANNEX A
TO RESTRUCTURING SUPPORT AGREEMENT AND TO THE PLAN

New MACH Gen, LLC, a Delaware limited liability company ("**New MACH Gen**") and Beal Bank USA, a Nevada thrift company ("**Beal Bank**"), in connection with the Reorganized New Harquahala Transfer (as defined below), hereby agree that the Reorganized New Harquahala Transfer shall occur in accordance with the premises, representations, warranties, covenants and agreements set forth in this Annex A. Each of New MACH Gen and Beal Bank are herein referred to individually as a "Party" and collectively as the "Parties." Capitalized terms used in this Annex A but not defined in this Annex A shall have the respective meanings assigned to them in the Plan. As provided in Article V.C.1. of the Plan, Beal Bank may designate a designee to consummate the Reorganized New Harquahala Transfer and to become the owner of Reorganized New Harquahala on the Effective Date. All payments to be made by New MACH Gen or its Affiliates under this Annex A shall be made to Beal Bank.

ARTICLE 1
DEFINITIONS

1.1 **Definitions**. As used in this Annex A, the following capitalized terms have the meanings set forth below:

"**Affiliate**" means any Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Person specified; *provided*, *that*, for the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"**Agreed Tax Treatment**" has the meaning specified in Section 4.4(e).

"**Allocation**" has the meaning specified in Section 4.4(e).

"**Amended and Restated Credit Agreement**" means that certain Amended and Restated First Lien Credit and Guaranty Agreement, dated as of the RSA Effective Date (as amended, modified or supplemented prior to the date thereof), among the Borrower, the Guarantors (as defined therein), CLMG, as First Lien Collateral Agent (as defined therein), CLMG, as Administrative Agent (as defined therein), and the Lenders (as defined therein) party thereto.

"**Apportioned Charges**" has the meaning specified in Section 4.13.

"**Apportioned Charges Statement**" has the meaning specified in Section 4.13.

"**Apportioned Taxes**" has the meaning specified in Section 4.4(c).

"**Approvals**" means notices to, and approvals, consents, authorizations and waivers from, Persons who are not Governmental Authorities, other than the Parties.

"**Assumed Contracts**" means those Contracts assumed in accordance with Article VI of the Plan to which New Harquahala or Reorganized New Harquahala is a party or that relate to the Harquahala Assets, as specified in the Plan as being assumed by New Harquahala or Reorganized New Harquahala.

"**Beal Bank**" has the meaning specified in the Preamble.

"**Beal Bank Governmental Approvals**" has the meaning specified in Section 3.3(c).

"**Beal Bank Indemnitees**" has the meaning specified in Section 7.2(a).

"**Books and Records**" means all files, documents, instruments, papers, books, reports, logs, records, drawings, tapes, microfilms, photographs, studies, letters, budgets, ledgers, journals, title policies, supplier lists, regulatory filings, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), correspondence, and other similar materials, in all such cases (i) which are primarily related to the Harquahala Assets, New Harquahala or Reorganized New Harquahala, and/or the operations, business, assets and/or properties of New Harquahala or Reorganized New Harquahala, in whatever form (including electronic), and regardless of whether maintained by New Harquahala, Reorganized New Harquahala, or one of their respective Affiliates, and (ii) excluding any proprietary business information of New MACH Gen or any of its Affiliates (other than New Harquahala) and any proprietary business information of Beal Bank or any of its Affiliates, as applicable.

"**Charter Documents**" means, with respect to any Person, the articles or certificate of incorporation, formation or organization and by-laws, the limited partnership agreement, the partnership agreement or the limited liability company agreement, or such other organizational documents of such Person, including those that are required to be registered or kept in the place of incorporation, organization or formation of such Person and which establish the legal personality of such Person.

"**Claim Certificate**" has the meaning specified in Section 7.3(a).

"**Claiming Party**" has the meaning specified in Section 7.4(a).

"**Closing**" means the consummation of the Reorganized New Harquahala Transfer on the Effective Date.

"**Code**" means the United States Internal Revenue Code, as amended.

"**Contract**" means any contract, agreement, understanding, arrangement, lease, sublease, license, sub-license, evidence of indebtedness, mortgage, indenture, security agreement, purchase order, sales order, promissory note, instrument or commitment that is binding on Reorganized New Harquahala, New Harquahala or any Harquahala Asset (or subjects any Harquahala Asset to a Lien) including any and all amendments, supplements and modifications thereto.

"**Cure Costs**" means the amounts necessary to cure any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan, which cure costs shall be paid in accordance with the Plan.

"**Deductible Amount**" has the meaning specific in Section 7.2(b).

"**DIP Budget**" has the meaning set forth in the DIP Orders.

"**DIP Loan Documents**" means the DIP Credit Agreement.

"**Direct Costs**" has the meaning specified in Section 4.15(b).

"**Dollar**" and "**$**" means the lawful currency of the United States of America.

"**Effective Time**" means the time on the Effective Date that the Reorganized New Harquahala Transfer is consummated.

"**Environmental Law**" means any and all Permits and Laws relating to pollution, protection of the environment, natural resources, or protection of human health and safety from exposure to Hazardous Materials, including Permits and Laws relating to Releases or threatened Releases of Hazardous Materials or otherwise relating to the generation, manufacture, processing, distribution, use, treatment, storage, labeling, recycling, presence, transport, disposal or handling of any Hazardous Material or the arrangement of any such activity, including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Oil Pollution Act, 33 U.S.C. §§ 2701 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §§ 11001 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq. (solely as it relates to the protection of human health and safety from exposure to Hazardous Materials); and any similar Permits and Laws of the State of Arizona or of any other State or Governmental Authority having jurisdiction over any Harquahala Asset, New Harquahala or Reorganized New Harquahala.

"**Environmental Matters**" means any matter, fact or circumstance relating to New Harquahala, Reorganized New Harquahala or any Harquahala Asset and pertaining to applicable Environmental Laws, Hazardous Materials, Permits required pursuant to applicable Environmental Laws, Releases, and Contracts or Approvals principally related to compliance with applicable Environmental Laws.

"**Exhibit**" means an exhibit to this Annex A.

"**Financial Statements**" has the meaning specified in Section 2.19.

"**Fundamental Representations**" means the representations and warranties set forth in Sections 2.1 (Organization), 2.2 (Authority); 2.14 (Brokers), 2.21 (Capitalization), Sections 3.1 (Organization), 3.2 (Authority) and 3.6 (Brokers).

"**GAAP**" means generally accepted accounting principles in the United States of America, applied on a consistent basis.

"**Governmental Authority**" means, with respect to any Person, any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States or any foreign country, or any state, county, city or other political subdivision or similar governing entity to the extent applicable to such Person, in each case acting within the scope of its authority and jurisdiction.

"**Harquahala Assets**" means the Harquahala Facility and all other associated assets, including those assets set forth on Schedule 1.1(a), as may be supplemented from time to time in a schedule to be included in the Plan Supplement.

"**Harquahala Facility**" means the approximately 1,092 megawatts natural gas/fuel oil-fired electric generating station known as "Harquahala," located in Maricopa County, Arizona.

"**Harquahala Insurance Policies**" has the meaning specified in Section 2.15.

"**Hazardous Materials**" means (a) any chemicals, materials, substances, or items in any form, whether solid, liquid, gaseous, semisolid, or any combination thereof, whether waste materials, raw materials, chemicals, finished products, by-products, or any other materials or articles, which are listed as, defined as, characterized as, regulated as or otherwise determined to be hazardous, toxic, dangerous, pollutants, contaminants, "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "special wastes," "toxic substances," "corrosive," "flammable," "reactive," "radioactive," or words of similar import under Environmental Law and (b) any petroleum or petroleum products, byproducts or breakdown products, radioactive materials, toxic mold, radon, asbestos or asbestos-containing materials, lead-based paint, urea formaldehyde foam insulation or polychlorinated biphenyls.

"**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvement Act of 1976, as amended.

"**Indebtedness**" means, with respect to any Person, the aggregate amount (including the current portions thereof) of all (a) indebtedness for money borrowed from others, purchase money obligations, capitalized lease obligations (to the extent required by GAAP to be recorded as indebtedness), obligations to pay deferred purchase price of assets, services or securities, obligations under any swap, derivative, currency or interest rate Contract (for the avoidance of doubt, excluding any commodity hedge agreements entered into in the ordinary course of business consistent with past practice) and reimbursement obligations for letters of credit or similar instruments that have been drawn, in each case of such Person, (b) indebtedness of the type described in subsection (a) above guaranteed, directly or indirectly, in any manner by such Person or for which such Person may be liable, but excluding endorsements of checks and other instruments in the ordinary course of business, (c) prepayment penalties, premiums, late charges, penalties and collection fees relating to any of such indebtedness (to the extent due), (d) obligations evidenced by notes, bonds, debentures or similar instruments, (e) obligations secured

by a Lien on the assets of such Person, whether or not such obligation has been assumed by such Person, or (f) any intercompany loan balances.

"**Indemnified Party**" has the meaning specified in Section 7.3(a).

"**Indemnifying Party**" has the meaning specified in Section 7.3(a).

"**Independent Engineer**" means Leidos Engineering, LLC or its Affiliates, or such other Persons reasonably satisfactory to New MACH Gen and Beal Bank.

"**Independent Insurance Consultant**" means Moore-McNeil, LLC and/or its Affiliates, or such other Persons reasonably satisfactory to New MACH Gen and Beal Bank.

"**Independent Market Power Consultant**" means The Brattle Group, Inc. or its Affiliates, or such other Persons reasonably satisfactory to New MACH Gen and Beal Bank.

"**Intellectual Property Licenses**" means, collectively, (a) all Contracts primarily related to the New Harquahala Intellectual Property and (b) all Contracts that contain a grant to New Harquahala or Reorganized New Harquahala of any Intellectual Property Rights of any Person that is used or held for use by New Harquahala or Reorganized New Harquahala, including those Contracts set forth in Schedule 2.13(b).

"**Intellectual Property Rights**" means all right, title, and interest in and to any intellectual property or other proprietary or other legally enforceable rights throughout the world under or arising from or in respect of any and all of the following: (a) inventions, invention disclosures, discoveries, improvements, industrial designs, business methods, patents and patent applications, including any continuation, continuation-in-part, or divisional applications, reissues, renewals, re-examinations, or extensions thereof; (b) trademarks, service marks, and other marks, logos, symbols, trade names, corporate names, business names, assumed names, d/b/a's, fictitious names, brand names, trade dress, Internet domain names, and other indicia of origin, whether registered or not, and registrations and applications for registration and renewals thereof, including all goodwill associated therewith; (c) copyrights, works of authorship, mask works, including databases and other compilations of information, software (whether source code or object code), flow charts, and other similar materials and Internet website content, moral rights therein and thereto and registrations and applications for registration thereof and all issuances, renewals, extensions, restorations and reversions thereof; and (d) trade secrets, know-how, and other confidential proprietary information, including methods, processes, business plans, schematics, formulae, drawings, prototypes, models, designs, customer information and vendor lists. This term includes all rights to sue and recover damages for past, present, and future infringement, dilution, misappropriation or other violations of such protective or intangible property rights.

"**Interim Period**" means the period of time from the RSA Effective Date until the earlier of the Effective Date and the Termination Date (as defined in the Restructuring Support Agreement).

"**Knowledge**", "**New MACH Gen's Knowledge**" or "**Knowledge of New MACH Gen**", means with respect to New MACH Gen, the actual knowledge of the Persons listed on Schedule 1.1(b), without inquiry.

"**Laws**" means any or all laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law of any Governmental Authority.

"**Liabilities**" means all Indebtedness, obligations, claims and other liabilities of a Person (whether absolute, accrued, contingent, fixed or otherwise, or whether due or to become due).

"**Liens**" means all mortgages, pledges, charges, liens, security interests, debentures, trust deeds, claims, encumbrances, of any type whatsoever (whether known or unknown, secured or unsecured or in the nature of setoff or recoupment, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or nonmaterial, disputed or undisputed, whether arising prior to or subsequent to the commencement of the Chapter 11 Cases, and whether imposed by agreement, understanding, Law, equity, or otherwise, including claims otherwise arising under doctrines of successor liability), assignments by way of security or otherwise, conditional sales contracts or other title retention agreements, rights of first refusal or similar interests or instruments charging, or creating a security interest in the Interests of New Harquahala, Reorganized New Harquahala or in the Harquahala Assets or any part thereof or interest therein, and any agreements, leases, licenses, occupancy agreements, options, easements, rights of way, restrictions, executions or other encumbrances (including notices or other registrations in respect of any of the foregoing) affecting title to the Interests in Reorganized New Harquahala, New Harquahala or to the Harquahala Assets or any part thereof or interest therein.

"**Loss**" or "**Losses**" means any and all judgments, Liabilities, amounts paid in settlement, damages, fines, penalties, deficiencies, losses and expenses (including interest, court costs, reasonable fees of attorneys, accountants and other experts or other reasonable out-of-pocket expenses of litigation or other proceedings or of any claim, default or assessment).

"**MACH Gen Consents**" has the meaning specified in Section 2.3(b).

"**MACH Gen Governmental Approvals**" has the meaning specified in Section 2.3(d).

"**Material Adverse Effect**" means any material adverse occurrence, condition, change, development, event or effect (x) on, or with respect to, the business, properties, financial condition or results of operations of New Harquahala, Reorganized New Harquahala and the Harquahala Assets, taken as a whole, or (y) on or with respect to the ability of New MACH Gen to consummate the Reorganized New Harquahala Transfer; *provided, however*, that, with respect to subclause (x), in no event shall any of the following constitute a Material Adverse Effect: any occurrence, condition, change, development, event or effect resulting from (a) any change in economic conditions generally or in the industry in which New Harquahala or Reorganized New Harquahala operates, including any change in markets for commodities or supplies, including electric power, capacity, transmission, natural gas or water, as applicable, or in regional wholesale or retail markets for electric power; (b) any change in general regulatory, social or political

conditions, including any acts of war, sabotage or terrorist activities; (c) the implementation of, failure to implement, revocation, or alteration in any manner of, a market for electric generation capacity by any Governmental Authority, irrespective of the form that such electric generation capacity market may take; (d) any change in the financial, banking, credit, securities or capital markets (including any suspension of trading in, or limitation on prices for, securities on any stock exchange or any changes in interest rates) or any change in the general national or regional economic or financial conditions; (e) any continuation of an adverse trend or condition; (f) any change in any Laws (including Environmental Laws); (g) any effects of weather, geological or meteorological events or other natural disaster; (h) strikes, work stoppages or other labor disturbances; (i) any increases in the costs of commodities or supplies, including fuel, or decreases in the price of electricity; (j) any change caused by the pending Reorganized New Harquahala Transfer, including changes due to the credit rating of Beal Bank; (k) any action taken with the prior written consent of Beal Bank under this Annex A or required to be taken pursuant to or in accordance with the Restructuring Support Agreement (including this Annex A), the Plan or the Confirmation Order, (l) the announcement or pendency of the Reorganized New Harquahala Transfer, including the impact thereof on the relationships, contractual or otherwise, with respect to the Harquahala Assets in connection with employees, labor unions, customers, suppliers or partners, but specifically excluding from the scope of the exception set forth in this subparagraph (l), for the avoidance of doubt, any lawsuit, action or other proceeding with respect to the Reorganized New Harquahala Transfer and specifically excluding any approvals, consents, authorizations, waivers or other permits required or necessary to be obtained in connection with the Reorganized New Harquahala Transfer the failure to obtain which would result in a failure of a condition to the consummation of the Reorganized New Harquahala Transfer; and (m) any failure, in and of itself, by New Harquahala or Reorganized New Harquahala to meet internal or published projections, forecasts, estimates or predictions in respect of revenues, earnings or other financial or operating metrics for any period, but not the underlying facts, conditions or circumstances resulting in such failure; *provided, that* any change, event or effect underlying such failure may be taken into consideration in determining whether a Material Adverse Effect has occurred, except to the extent that such underlying change, event, or effect is required not to be taken into account pursuant to clauses (a) – (l) of this definition; *provided, further*, that the commencement of the Chapter 11 Cases shall not, in and of itself, constitute a Material Adverse Effect; and *provided, further*, that, subparagraphs (a) through (i) above shall only apply so long as the applicable event or circumstance or series of events or circumstances do not disproportionately affect the business, properties, financial condition or results of operations of New Harquahala, Reorganized New Harquahala and the Harquahala Assets, taken as a whole, compared with other similarly situated power generation companies or facilities, as applicable, in the region; *provided, however*, that, notwithstanding anything herein to the contrary, any occurrence, condition, change, development, event or effect that results in, or would reasonably be expected to result in, Losses affecting the Harquahala Assets, New Harquahala or Reorganized New Harquahala, individually or in the aggregate, in excess of $5 million of Losses (excluding Losses to the extent covered by insurance available to Reorganized New Harquahala following the Effective Date) shall be deemed to be a "Material Adverse Effect"; *provided, further*, that in the calculation of Losses for purposes of determining whether a "Material Adverse Effect" has occurred, notwithstanding any other provision of this Annex A, lost profits, loss of revenues and a decrease in the value of the Harquahala Assets shall be taken into account.

"**Material Contracts**" has the meaning specified in Section 2.8(a).

"**NERC**" means the North American Electric Reliability Corporation.

"**New First Lien Credit Agreement**" has the meaning specified in the Plan.

"**New First Lien Loan Documents**" has the meaning given to the term "Loan Documents" in the New First Lien Credit Agreement.

"**New Harquahala**" has the meaning specified in the Preamble.

"**New Harquahala Facility Site**" means the real property underlying the Harquahala Facility described in Exhibit A hereto, together with all rights, easements and appurtenances thereto.

"**New Harquahala Intellectual Property**" means all Intellectual Property Rights owned (or purported to be owned), in whole or in part, by New Harquahala or Reorganized New Harquahala, including those set forth in Schedule 2.13(a).

"**New Harquahala's Tax Returns**" has the meaning specified in Section 2.11.

"**New MACH Gen**" has the meaning specified in the Preamble.

"**Order**" means any writ, judgment, decree, injunction or order of any Governmental Authority.

"**Party**" and "**Parties**" has the meaning specified in the Preamble.

"**Permits**" means all licenses, permits, certificates of authority, authorizations, approvals, registrations, franchises and similar consents granted by a Governmental Authority.

"**Permitted Liens**" means (a) any Lien for Taxes not yet due, (b) any Lien arising in the ordinary course of business by operation of Law with respect to a liability that is not yet delinquent, (c) all matters that are disclosed (whether or not subsequently deleted or endorsed over) in any title policies or title reports that have been made available to Beal Bank or obtained by or on behalf of Beal Bank, in each case, prior to the RSA Effective Date, or that are disclosed on a survey of the New Harquahala Facility Site made available to Beal Bank prior to the RSA Effective Date, (d) any other imperfection or irregularity of title or other Lien, including any of same that are filed of public record as of the RSA Effective Date, that would not, individually or in the aggregate, materially detract from the value of, or materially interfere with the present use of, the Harquahala Assets, (e) zoning, planning, and other similar limitations and restrictions on, including all rights of any Governmental Authority to regulate, the New Harquahala Facility Site, (f) all rights of condemnation, eminent domain or other similar rights of any Person that would not materially detract from the value of, or materially interfere with the present use of, the Harquahala Assets, (g) any Lien released on or prior to the Effective Date, and (h) the Liens identified on Schedule 1.1(c); *it being understood that* all Liens (including Permitted Liens) shall be discharged and extinguished at or prior to the Closing to the extent set forth under, pursuant to, and in accordance with the terms and conditions of, the Plan and the Confirmation Order; *provided, further,* that any Lien discharged and extinguished pursuant to the Plan and the Confirmation Order, shall cease to be a Lien (including ceasing to be a Permitted Lien), from and after the

Effective Date, to the extent set forth under, pursuant to and in accordance with the Plan and the Confirmation Order.

"**Person**" means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association or Governmental Authority.

"**Post-Effective Date Tax Period**" means any taxable period or portion thereof that begins after the Effective Date.

"**Pre-Effective Date Tax Period**" means any taxable period or portion thereof that ends on or prior to the Effective Date, including the Effective Date.

"**Proceeding**" means any action, suit, litigation, arbitration, audit, investigation, or other similar proceeding, including any civil, criminal, administrative, or appellate proceeding conducted by any Governmental Authority or any arbitrator or arbitration panel.

"**Recoveries**" has the meaning specified in Section 7.2(d)(ii).

"**Release**" means any release, spill, emission, leaking, pouring, pumping, emptying, dumping, escaping, leaching, presence, migration, injection, abandonment, deposit, disposal, dispersal, discharge or the like into or through the environment, including ambient air, surface water, groundwater, land, soil, surface and subsurface strata.

"**Reorganized New Harquahala Transfer**" means the cancellation of 100% of the Interests in New Harquahala and the issuance of 100% of the Interests of Reorganized New Harquahala to Beal Bank on the Effective Date in accordance with the terms and subject to the conditions of the Plan (including Article V thereof) and the Confirmation Order.

"**Representatives**" means, as to any Person, its officers, directors, employees, managers, members, partners, shareholders, owners, counsel, accountants, financial advisers, sources of financing (including counsel to such sources) and consultants.

"**Responding Party**" has the meaning specified in Section 7.4(a).

"**RSA Effective Date**" has the meaning specified in the Restructuring Support Agreement.

"**Schedule**" means a schedule to this Annex A.

"**Straddle Period**" means a taxable period that begins prior to the Effective Date and ends after the Effective Date.

"**Support Obligations**" has the meaning specified in Section 4.6.

"**Tax**" or "**Taxes**" means (a) all sales, use or transaction privilege taxes, real or personal property taxes, recordation and transfer taxes, payroll deduction taxes, franchise taxes, value added, occupation, excise, severance, windfall profits, escheat, stamp, license, payroll, social security, withholding and other taxes, taxes on gross or net income or other monetary obligations

imposed, assessed or exacted by any Governmental Authority, including any payments in lieu of taxes, and (b) any interest, penalties, adjustments and additions attributable to any of the foregoing, including any liability for any of the foregoing taxes.

"**Tax Allocation Agreement**" means the Amended and Restated Tax Allocation Agreement made and entered into by and among Talen Energy Corporation and all of the affiliates listed on Exhibit A attached thereto, effective as of December 31, 2015, and terminated by the parties in a Termination Agreement effective January 1, 2017.

"**Tax Return**" means any report, return, declaration, information return or other information required to be supplied to a taxing authority in connection with Taxes.

"**Third-Party Claim**" has the meaning specified in Section 7.4(a).

"**Title Insurer**" means a title insurance company selected by Beal Bank in its sole discretion.

"**Transition Services**" has the meaning specified in Section 4.15(a).

"**Transfer Taxes**" means all transfer, sales, use, goods and services, value added, documentary, stamp duty, conveyance, and other similar Taxes, duties, fees or charges.

"**Transferred Intellectual Property**" means (i) all New Harquahala Intellectual Property; (ii) all Intellectual Property Licenses including all Intellectual Property Rights thereunder; and (iii) all technical documentation, engineering designs, drawings, notes, data, schematics, flow diagrams and plans, in each case, that are owned by New Harquahala and embody the Transferred Intellectual Property described in the foregoing clauses (i) and (ii).

"**Transferred Permits**" has the meaning specified in Section 2.4.

"**Water Rights**" means all water rights related to or associated with the Harquahala Facility or the New Harquahala Facility Site including those water rights related to or associated with the fee owned real estate and such rights that are more particularly described in that (x) certain Water Delivery Agreement, dated as of July 11, 2000, by and between Harquahala Valley Irrigation District and New Harquahala, and (y) certain Excess Water Agreement, dated May 21, 2004, between the Central Arizona Water Conservation District and New Harquahala.

"**WECC**" means the Western Electricity Coordinating Council.

1.2 **Certain Interpretive Matters**.

(a) All article, section, subsection, schedule and exhibit references used in this Annex A are to articles, sections, subsections, schedules and exhibits to this Annex A unless otherwise specified. The exhibits and schedules attached to this Annex A constitute a part of this Annex A and are incorporated herein for all purposes.

(b) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Unless the context

of this Annex A clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The words "includes" or "including" shall mean "including without limitation," the words "hereof," "hereby," "herein," "hereunder" and similar terms in this Annex A shall refer to this Annex A as a whole and not any particular section or article in which such words appear and any reference to a Law shall include any rules and regulations promulgated thereunder. Currency amounts referenced herein are in U.S. Dollars. Terms defined in the singular have the corresponding meaning in the plural and vice versa.

(c) Time is of the essence in this Annex A. Whenever this Annex A refers to a number of days, such number shall refer to calendar days unless Business Days are specified. Whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day.

(d) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

(e) Each Party acknowledges that it and its attorneys have been given an equal opportunity to negotiate the terms and conditions of this Annex A and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party or any similar rule operating against the drafter of an agreement shall not be applicable to the construction or interpretation of this Annex A.

1.3 **Intention Regarding Classification**. The classification of certain items as personal property and/or the inclusion or exclusion of certain items in or from the definition of the Harquahala Facility or the New Harquahala Facility Site for purposes of this Annex A is intended to be solely for the convenience of reference of the Parties and is not intended as an election to classify, or an admission regarding the classification of, such items as real or personal property, fixtures, improvements or otherwise for any other purposes, including accounting, recordation or perfection of liens, taxation, including real or personal property Taxes and Transfer Taxes, title insurance coverage or any other purposes whatsoever.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF NEW MACH GEN

New MACH Gen represents and warrants to Beal Bank as of the RSA Effective Date that, except as disclosed in the Schedules:

2.1 **Organization**.

(a) New Harquahala is, and at the Effective Time Reorganized New Harquahala will be, a limited liability company duly formed, validly existing and in good standing under the Laws of its jurisdiction of formation. New Harquahala has, and at the Effective Time Reorganized New Harquahala will have, all necessary power and authority to own, lease and operate its properties and assets, including the Harquahala Assets, and conduct its business as currently conducted, except where the failure to have such power and authority, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect. New Harquahala is, and at the Effective Time Reorganized New Harquahala will be, duly qualified or licensed to do business in each jurisdiction in which the properties owned or leased by it or the operation of its business

makes such licensing or qualification necessary, except where the failure to be so duly qualified or licensed, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

(b) New MACH Gen is a limited liability duly formed, validly existing and in good standing under the Laws of its jurisdiction of formation. New MACH Gen has all necessary power and authority to own, lease and operate its properties and assets, and conduct its business as currently conducted, except where the failure to have such power and authority would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. New MACH Gen is duly qualified or licensed to do business in each jurisdiction in which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary, except where the failure to be so duly qualified or licensed would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

2.2 **Authority**. New MACH Gen has all requisite limited liability company power and authority to perform its obligations hereunder and, subject to the entry of the Confirmation Order, to consummate the Reorganized New Harquahala Transfer. The performance by New MACH Gen of its obligations hereunder, has been duly and validly authorized by all necessary limited liability company action. This Annex A constitutes the legal, valid and binding obligation of New MACH Gen enforceable against New MACH Gen in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, arrangement, moratorium or other similar Laws relating to or affecting the rights of creditors generally, or by general equitable principles.

2.3 **No Conflicts; Consents and Approvals**. Subject to the entry of the Confirmation Order, the performance by New MACH Gen of its obligations under this Annex A, and the consummation of the Reorganized New Harquahala Transfer do not and will not:

(a) conflict with, violate or result in a breach of any of the Charter Documents of New MACH Gen, New Harquahala or Reorganized New Harquahala;

(b) assuming the consents disclosed on Schedule 2.3(b) (the "**MACH Gen Consents**") have been obtained, conflict with, violate or result in a violation or default under (in each case, with or without notice or lapse of time, or both), or give rise to a right of consent, purchase, amendment, modification, acceleration, termination or cancellation under any provisions, terms and conditions of, any Assumed Contract or Transferred Permit, or any other Contract or Permit to which New MACH Gen, New Harquahala or Reorganized New Harquahala is a party or by which any of its properties or assets (including the Harquahala Assets) are bound, except in any such case which, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect;

(c) give rise to the creation of any Lien (other than Permitted Liens) upon or with respect to any of the Harquahala Assets; and

(d) assuming all required filings, waivers, approvals, consents, authorizations and notices disclosed on Schedule 2.3(d) (collectively, the "**MACH Gen Governmental Approvals**") and the MACH Gen Consents have been made, obtained or given, (i) violate or result in a breach

of any Law or Order applicable to New MACH Gen, New Harquahala, Reorganized New Harquahala, or any of the Harquahala Assets, which, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect, or (ii) require consent or approval of any Governmental Authority under any Law or Order applicable to New MACH Gen, New Harquahala, Reorganized New Harquahala or any Harquahala Asset, other than any such consent or approval which, if not made or obtained, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

2.4 **Permits**. All Permits used or required in connection with the ownership and operation of the Harquahala Assets are in full force and effect, are listed on Schedule 2.4 and held in the name of New Harquahala (collectively, the "**Transferred Permits**"). The Transferred Permits constitute all Permits required or necessary for the ownership and operation of the Harquahala Assets in a manner consistent with its historical operation since November 2, 2015 and current ownership, including any Permits required under Environmental Law. Neither New Harquahala nor Reorganized New Harquahala has previously transferred or assigned any right, title or interest under any of the Transferred Permits. There are no Proceedings pending or, to the Knowledge of New MACH Gen, threatened to revoke or modify any Transferred Permit in any material respect. New Harquahala and Reorganized New Harquahala is in compliance with the Transferred Permits in all material respects.

2.5 **Compliance with Laws and Orders**. Except with respect to Taxes, which are covered by Section 2.11, and Environmental Laws which are covered by Section 2.6, and except as set forth on Schedule 2.5: (a) the Harquahala Assets have been since November 2, 2015 and are currently operated in material compliance with all Transferred Permits and all applicable Laws and Orders, (b) New Harquahala and Reorganized New Harquahala are not, and since November 2, 2015 have not been, in material violation of or in material default under any Law or Order applicable to it or to the Harquahala Assets, and (c) New Harquahala and Reorganized New Harquahala, as applicable, has filed or caused to be filed timely all material forms, reports, statements, and other documents required to be filed by it with all Governmental Authorities with respect to the Harquahala Assets, and those filings were prepared in material compliance with applicable Law.

2.6 **Environmental Matters**. Except as set forth on Schedule 2.6,

(a) except as would not reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect, New Harquahala, Reorganized New Harquahala and each Harquahala Asset is, and has been since November 2, 2015, in compliance with all Environmental Laws;

(b) except as would not reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect, there has been no Release or threatened Release of any Hazardous Material at, in, under on or from the Harquahala Facility; and

(c) except as would not reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect, no unresolved written notice or unresolved written claim has been filed or, to MACH Gen's Knowledge, threatened, with respect to the Harquahala Assets

alleging any failure to comply with, or any violation of or Liability under, any applicable Environmental Law.

The representations and warranties contained in Sections 2.3(d), 2.4, 2.9 and this Section 2.6 are the only representations and warranties being made with respect to compliance with or Liability under Environmental Laws or with respect to any Environmental Matters, related in any way to this Annex A or its subject matter.

2.7 **Harquahala Assets**

(a) Except as set forth on Schedule 2.7(a), neither New Harquahala, Reorganized New Harquahala nor any of its Affiliates has entered into any leases, subleases, licenses, concessions or other agreements granting to any party or parties the right of use or to occupy all or any portion of the New Harquahala Facility Site or the Harquahala Facility; and none of the New Harquahala Facility Site or Harquahala Facility, or any portion thereof, is subject to any commitment, right of first offer, option or other arrangement for the sale, transfer or lease thereof to any third party (other than pursuant to the Restructuring Support Agreement or the Plan). Neither New Harquahala nor any of its Affiliates leases, as tenant or subtenant, any real property from a third party in connection with the current use or operation of the Harquahala Facility. Neither New Harquahala nor Reorganized New Harquahala owns any real property other than the New Harquahala Facility Site (to the extent constituting real property).

(b) New Harquahala holds, and as of the Effective Time Reorganized New Harquahala will hold, good and marketable fee simple title to (or valid license or right to use any portion of the New Harquahala Facility Site that is not owned in fee simple) the New Harquahala Facility Site, free and clear of all Liens, other than Permitted Liens.

(c) New Harquahala has, and as of the Effective Time, Reorganized New Harquahala will have, good and valid title to, or a valid leasehold interest in or valid license to or right to use, all the tangible Harquahala Assets (other than de minimis or insignificant assets), free and clear of Liens, other than Permitted Liens.

2.8 **Material Contracts; Assumed Contracts**.

(a) As of the RSA Effective Date, Schedule 2.8(a) sets forth a true and complete list of (x) the Contracts to which New Harquahala is a party or by which its assets or properties or the Harquahala Assets (or any portion thereof) are bound and (y) the Assumed Contracts ((x) and (y), collectively, the "**Material Contracts**").

(b) New Harquahala and Reorganized New Harquahala have paid or performed all of their material obligations which are currently due under any Material Contract, and except as a result of the Chapter 11 Cases, and except as set forth on Schedule 2.8(b), New Harquahala and Reorganized New Harquahala are not, or with notice or lapse of time or both, would not be, in breach of or in default under any provision of any Material Contract. Each Material Contract is in full force and effect and constitutes a legal, valid and binding obligation of New Harquahala or Reorganized New Harquahala, as applicable, enforceable against New Harquahala or Reorganized New Harquahala, as applicable in accordance with its terms (except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, arrangement, moratorium or other

similar Laws relating to or affecting the rights of creditors generally or by general equitable principles, or the extent enforceability may be subject to the Chapter 11 Cases, and except where such failure to be in full force and effect or to constitute a legal, valid and binding obligation, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect). Neither New Harquahala nor Reorganized New Harquahala has given or to its Knowledge received any written notice that any Person intends to cancel or terminate any Material Contract. To New MACH Gen's Knowledge, there is no breach or default under any Assumed Contract by any other party thereto, without regard to any provisions relating to notice or lapse of time. New Harquahala has not previously assigned any of its right, title or interest under any Material Contract. Subject to the entry of the Confirmation Order and payment of any applicable Cure Costs, each Assumed Contract may be assumed by Reorganized New Harquahala.

2.9 **Legal Proceedings**. Other than the Chapter 11 Cases, and except as set forth on Schedule 2.9, there are no Proceedings pending or, to New MACH Gen's Knowledge, threatened at law or in equity against or relating to any or all of the Harquahala Assets, New Harquahala, Reorganized New Harquahala or New MACH Gen's ownership or operation thereof. There is no condemnation proceeding pending or, to New MACH Gen's Knowledge, threatened against any part of the Harquahala Assets. There are no Proceedings pending or, to New MACH Gen's Knowledge, threatened against New Harquahala, Reorganized New Harquahala, or any of their Affiliates with respect to the Reorganized New Harquahala Transfer at law or in equity (other than the Chapter 11 Cases), which could materially delay, prevent, result in rescission or material modification of or otherwise unwind the Reorganized New Harquahala Transfer or any material portion thereof.

2.10 **Condition of the Harquahala Assets**. Except as set forth on Schedule 2.10, to New MACH Gen's Knowledge, all assets that constitute the Harquahala Assets are in good working order and condition, ordinary wear and tear excepted.

2.11 **Tax Matters**. Except as set forth on Schedule 2.11, each of New Harquahala and Reorganized New Harquahala has filed or caused to be filed all Tax Returns required to have been filed by or with respect to the income, assets or operations of New Harquahala or Reorganized New Harquahala (taking into account any valid extension of the due date for filing) (collectively, "**New Harquahala's Tax Returns**"), and each of New Harquahala and Reorganized New Harquahala has paid or caused to be paid all Taxes shown as due and payable on such Tax Returns and has paid all other material Taxes attributable to New Harquahala, Reorganized New Harquahala and the Harquahala Assets that have become due and payable on or prior to the RSA Effective Date. All of New Harquahala's Tax Returns are true, correct and complete in all material respects. With respect to New Harquahala and Reorganized New Harquahala no claim has been made in writing by a Governmental Authority in a jurisdiction that it does not file a Tax Return that such entity is or may be subject to taxation by such jurisdiction and that has not been resolved. No written notice of deficiency or assessment has been received by New Harquahala, Reorganized New Harquahala or their Affiliates from any taxing authority with respect to Liabilities for Taxes of New Harquahala or Reorganized New Harquahala, or attributable to the Harquahala Assets, which have not been fully paid or finally settled, or if not fully paid or finally settled, any deficiency and assessment is being contested in good faith through appropriate proceedings. There are no outstanding agreements or waivers extending the applicable statutory periods of limitation for Taxes of or with respect to the income, assets or operations of New Harquahala or

Reorganized New Harquahala. All Taxes required to be withheld, collected or deposited by or with respect to New Harquahala or Reorganized New Harquahala have been timely withheld, collected or deposited and, to the extent required, have been paid to the relevant Tax authority. No tax allocation, tax sharing, tax indemnity or similar agreement or arrangement (other than any agreement or arrangement arising in the ordinary course of business or the primary purpose of which is not related to Taxes) is in effect, in each case, with respect to New Harquahala or Reorganized New Harquahala that would, in any manner, bind, obligate or otherwise restrict it. Beal Bank will not be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Effective Date as a result of (or corresponding to) any prepaid amount received by or with respect to New Harquahala or Reorganized New Harquahala on or prior to the Effective Date. Neither New Harquahala nor Reorganized New Harquahala has liability for Taxes of any Person (other than New MACH Gen or any of its Affiliates) arising from the application of Treasury Regulations Section 1.1502-6 or any analogous provision of state or local law, as a transferee or successor or by contract (other than any contract entered into in the ordinary course of business or the principal purpose of which is not related to Taxes).

2.12 **Labor and Employment Matters**. New Harquahala and Reorganized New Harquahala do not have, and since November 2, 2015 have not had, any employees. Since November 2, 2015, New Harquahala and Reorganized New Harquahala and their Affiliates have not recognized any labor organization as the collective bargaining representative of any of their employees that operate or serve at the Harquahala Facility. There has not been since November 2, 2015, nor is there pending or threatened in writing, a labor dispute, strike or work stoppage by the employees that operate or serve at the Harquahala Facility.

2.13 **Intellectual Property Rights**.

(a) Schedule 2.13(a) sets forth a true, accurate and complete list of all Transferred Intellectual Property that is registered or for which an application to register has been filed, with a government agency or authority or domain name registrar.

(b) Schedule 2.13(b) sets forth a true, accurate and complete list of all Intellectual Property Licenses.

(c)

(i) New Harquahala is, and as of the Effective Date, Reorganized New Harquahala will be, the sole owner of all right, title, and interest in and to all New Harquahala Intellectual Property, free and clear of any Liens, other than Permitted Liens. New Harquahala has, and as of the Effective Date, Reorganized New Harquahala will have, valid rights to manufacture, use, offer to sell, sell, publish, perform, or otherwise exploit all other Transferred Intellectual Property as set forth in the Intellectual Property Licenses.

(ii) No New Harquahala Intellectual Property is the subject of any written claim or Proceeding challenging the ownership, validity, right to use or enforceability challenge before a Governmental Authority or any outstanding Order restricting its use or materially adversely

affecting any New Harquahala or Reorganized New Harquahala's rights therein or thereto, as applicable.

(iii) To New MACH Gen's Knowledge, each of New Harquahala and Reorganized New Harquahala's conduct of their respective businesses is not currently infringing, misappropriating, diluting or otherwise violating (nor has, in the past three (3) years, infringed, misappropriated, diluted or otherwise violated) any Person's Intellectual Property Rights. There are no Proceedings pending (and no written claim or notice has been received from any Person) threatening or alleging any of the foregoing.

(iv) Neither New Harquahala nor Reorganized New Harquahala has received any written notice of any default or any event that with notice or lapse of time, or both, would constitute a default under any Intellectual Property License.

(v) To New MACH Gen's Knowledge, no Person has been or is infringing, diluting, misappropriating or otherwise violating any Transferred Intellectual Property.

(vi) New MACH Gen and Reorganized New Harquahala have taken reasonable steps to protect and preserve the confidentiality of any material trade secrets included in the Transferred Intellectual Property and no such trade secrets have been actually disclosed to any third party except pursuant to confidentiality obligations sufficient to protect the confidentiality thereof.

(d) To New MACH Gen's Knowledge, New Harquahala's rights and licenses in and under the Transferred Intellectual Property constitute, and as of the Effective Date Reorganized New Harquahala's rights and licenses in and under the Transferred Intellectual Property will constitute, all the Intellectual Property Rights necessary to conduct its business in all material respects as currently conducted, and such rights and licenses will not be adversely affected by the consummation of the transactions contemplated hereby.

2.14 **Brokers**. Except as set forth on Schedule 2.14, New Harquahala, Reorganized New Harquahala and their Affiliates have no liability or obligation to pay fees or commissions to any broker, finder or agent with respect to the Reorganized New Harquahala Transfer for which Beal Bank or any of its Affiliates (including Reorganized New Harquahala on or after the Effective Date) could become liable or obligated on or after the Effective Date.

2.15 **Insurance**. Schedule 2.15 sets forth a list of all insurance policies held by, issued on behalf of or otherwise for the benefit of New Harquahala or Reorganized New Harquahala in connection with the ownership and operation of the Harquahala Assets (the "**Harquahala Insurance Policies**"). All the Harquahala Insurance Policies are in full force and effect and have not, since November 2, 2015, been subject to any lapse in coverage. Since November 2, 2015, no written notice of cancellation or termination of a Harquahala Insurance Policy has been received by New MACH Gen or New Harquahala. All premiums due and payable under the Harquahala Insurance Policies have been paid, and New Harquahala and Reorganized New Harquahala and their Affiliates, as applicable, are otherwise in material compliance with the terms of the Harquahala Insurance Policies. To New MACH Gen's Knowledge, there is no threatened suspension or termination of any Harquahala Insurance Policy and to its Knowledge no events or

circumstances have occurred that could, after expiration of notice and cure periods without remedy, provide the insurer a right to deny coverage. Excluding insurance policies that have expired and been replaced in the ordinary course of business as currently conducted by New Harquahala and its Affiliates, since November 2, 2015, no Harquahala Insurance Policy has been canceled (except as requested by the holder thereof) and not replaced. There are no material pending claims under any of the Harquahala Insurance Policies. New Harquahala and its Affiliates have, since November 2, 2015, reported all known material claims and incidences to the insurers that have issued current and prior Harquahala Insurance Policies (either specifically or as part of a master insurance policy and whether relating to property or liability) to the extent that any claims or incidences would reasonably be expected to create a covered event under the terms and conditions of the Harquahala Insurance Policies.

2.16 **Sufficiency of Assets** Except as set forth on Schedule 2.16, the Harquahala Assets include all of the assets (whether tangible or intangible) necessary to conduct the business of New Harquahala, and on the Effective Date will include all of the assets (whether tangible or intangible) necessary to conduct the business of Reorganized New Harquahala, including in each case with respect to the Harquahala Facility, in a manner consistent with its historical operation since November 2, 2015.

2.17 **Absence of Changes** Except for the Chapter 11 Cases and as set forth on Schedule 2.17, from January 1, 2018 through the Effective Date, no change, event, circumstance, condition or effect has occurred that, individually or in the aggregate with any other changes, events, circumstances, conditions or effects, has had or would reasonably be expected to have a Material Adverse Effect.

2.18 **Undisclosed Liabilities**. New Harquahala has no Liability which would be required to be recorded pursuant to GAAP on its financial statements or disclosed in the notes thereto, except for (a) Permitted Liens, (b) matters that have been reflected in the Financial Statements, and those obligations that have arisen thereafter in the ordinary course of business, which are not individually or in the aggregate material, and (c) those obligations which individually or in the aggregate are not material.

2.19 **Financial Representations**. New MACH Gen has furnished Beal Bank with (i) an audited consolidated balance sheet of New MACH Gen and its subsidiaries as of December 31, 2017 and December 31, 2016 and the related audited consolidated statement of operations, changes in members' equity (deficit) and cash flows for the fiscal year then ended (collectively, the "**Financial Statements**"). The Financial Statements were prepared in accordance with GAAP and each fairly and accurately present in all material respects the financial condition and results of operations of New MACH Gen as of the respective dates thereof and for the periods referred to therein. The Financial Statements reflect the consistent application of accounting principles used therein throughout the periods involved.

2.20 **Water**. New Harquahala is the holder of the Water Rights, free and clear of all Liens, except Permitted Liens. Except as set forth on Schedule 2.20, New MACH Gen, New Harquahala and Reorganized New Harquahala have no Knowledge of any past shortages of water or the inability to access or use (except as a result of equipment outage) the water which New Harquahala and Reorganized New Harquahala are entitled to use at or with respect to the

Harquahala Facility. Since November 2, 2015, the water available pursuant to the Water Rights has been sufficient for the operation of the Harquahala Facility in the manner in which it has been operated historically.

2.21 **Capitalization**. Schedule 2.21(a) sets forth, as of the RSA Effective Date, all of the issued and outstanding Interests of New Harquahala and ownership thereof. Schedule 2.21(b) sets forth all of the Interests of Reorganized New Harquahala which will be issued and outstanding (in accordance with the Plan) at the Effective Time and ownership thereof as of the Effective Date. New MACH Gen is the direct legal and beneficial owner of, and has good and valid title to, the Interests of New Harquahala and, at the Effective Time, when issued in accordance with the Plan, Beal Bank shall be the direct legal and beneficial owner of, and will have good and valid title to, the Interests of Reorganized New Harquahala, in each case, free and clear of all Liens. The Interests of New Harquahala have been duly authorized and validly issued and are fully paid and nonassessable, and are not subject to, and were not issued in violation of, any preemptive rights or other similar rights. The Interests of Reorganized New Harquahala, when issued in accordance with the Plan, shall be duly authorized and validly issued and fully paid and nonassessable, and not subject to or issued in violation of any preemptive rights or other similar rights. Neither New Harquahala nor Reorganized New Harquahala is a party to any outstanding or authorized option, warrant, right (including any preemptive right), subscription, agreement, obligation, convertible or exchangeable securities, or other commitments contingent or otherwise, relating to the Interests in New Harquahala or Reorganized New Harquahala, as applicable, pursuant to which New Harquahala or Reorganized New Harquahala, as applicable, is or may become obligated to issue, deliver or sell or cause to be issued, delivered or sold, Interests in New Harquahala or Reorganized New Harquahala, as applicable, or any securities convertible into, exchangeable for, or evidencing the right to subscribe for or acquire, any Interests in New Harquahala or Reorganized New Harquahala, as applicable. There is no outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights with respect to the Interests in, New Harquahala or Reorganized New Harquahala. New Harquahala and Reorganized New Harquahala have no authorized or outstanding bonds, debentures, notes or other Indebtedness the holders of which have the right to vote (or convertible into, exchangeable for, or evidencing the right to subscribe for or acquire securities having the right to vote) with the equity holders of New Harquahala or Reorganized New Harquahala, on any matter. There are no irrevocable proxies and no voting agreements with respect to any Interests in New Harquahala or Reorganized New Harquahala.

2.22 **Affiliate Transactions**. Except as set forth on Schedule 2.22, (i) there are no Contracts or Liabilities between New Harquahala or Reorganized New Harquahala, on the one hand, and New MACH Gen or any of its Affiliates (other than New Harquahala and Reorganized New Harquahala), on the other hand, (ii) New MACH Gen or its Affiliates (other than New Harquahala and Reorganized New Harquahala) do not provide any assets, services or facilities to New Harquahala or Reorganized New Harquahala which are necessary to conduct its business as currently conducted (including the operation of the Harquahala Facility), and (iii) neither New Harquahala nor Reorganized New Harquahala provide any assets, services or facilities to New MACH Gen or any of its Affiliates.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF BEAL BANK

Beal Bank hereby represents and warrants to New MACH Gen as of the RSA Effective Date, that, except as disclosed in the Schedules:

3.1 **Organization**. Beal Bank is a Nevada thrift company duly formed, validly existing and in good standing under the Laws of Nevada.

3.2 **Authority**. Beal Bank has all requisite corporate power and authority to perform its obligations hereunder and, subject to the entry of the Confirmation Order, to consummate the Reorganized New Harquahala Transfer. The performance by Beal Bank of its obligations hereunder has been duly and validly authorized by all necessary company action on behalf of Beal Bank. This Annex A constitutes the legal, valid and binding obligation of Beal Bank, enforceable against Beal Bank in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, arrangement, moratorium or other similar Laws relating to or affecting the rights of creditors generally or by general equitable principles.

3.3 **No Conflicts; Consents and Approvals**. Subject to entry of the Confirmation Order, the performance by Beal Bank of its obligations hereunder and the consummation by Beal Bank of the Reorganized New Harquahala Transfer do not:

(a) violate or result in a breach of the Charter Documents of Beal Bank;

(b) violate or result in a breach or default under any material contract to which Beal Bank is a party, except for any such violation or default which would not reasonably be expected to result in a material adverse effect on Beal Bank's ability to consummate the Reorganized New Harquahala Transfer; or

(c) assuming all required filings, waivers, approvals, consents, authorizations and notices disclosed in Schedule 3.3 (collectively, the "**Beal Bank Governmental Approvals**") have been made, obtained or given, (i) violate or result in a breach of any Law or Order applicable to Beal Bank, except as would not reasonably be expected to result in a material adverse effect on Beal Bank's ability to consummate the Reorganized New Harquahala Transfer or (ii) require the consent or approval of any Governmental Authority under any Law or Order applicable to Beal Bank, other than in each case any such consent or approval which, if not made or obtained, would not reasonably be expected to result in a material adverse effect on Beal Bank's ability to consummate the Reorganized New Harquahala Transfer.

3.4 **Legal Proceedings**. There are no material Proceedings pending or, to Beal Bank's knowledge, threatened against Beal Bank or its Affiliates with respect to the Reorganized New Harquahala Transfer at law or in equity, which could reasonably be expected to materially delay, prevent, result in rescission or material modification of or otherwise unwind the Reorganized New Harquahala Transfer or any material portion thereof.

3.5 **Compliance with Laws and Orders**. Beal Bank is not in violation of, or in default under, any Law or Order applicable to Beal Bank or its assets the effect of which, individually or in

the aggregate, would reasonably be expected to hinder, prevent or materially delay Beal Bank from consummating the Reorganized New Harquahala Transfer.

3.6 **Brokers**. Neither Beal Bank nor any of its Affiliates has any liability or obligation to pay fees or commissions to any broker, finder or agent with respect to the Reorganized New Harquahala Transfer for which Reorganized New MACH Gen or any of its Affiliates could become liable or obligated after the Closing.

3.7 **Intentionally Omitted**.

3.8 **Exon Florio**. Beal Bank is not a "foreign person" for purposes of Section 721 of the Defense Production Act of 1950, as amended, the Foreign Investment and National Security Act or any executive orders, rules or regulations relating thereto.

ARTICLE 4
COVENANTS

4.1 **Efforts to Close; Regulatory and Other Approvals.**

(a) The Parties shall (and each shall cause its respective applicable Affiliates to) use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the Reorganized New Harquahala Transfer as promptly as practicable and to obtain as promptly as practicable all MACH Gen Governmental Approvals, Beal Bank Governmental Approvals and MACH Gen Consents, and all other material consents and Approvals that Beal Bank, New MACH Gen or their respective Affiliates are required to obtain in order to consummate the Reorganized New Harquahala Transfer.

(b) Each of Beal Bank and New MACH Gen shall and shall cause its respective Affiliates to (i) make or cause to be made the filings required of such Person or any of its applicable Affiliates under any Laws applicable to it with respect to the Reorganized New Harquahala Transfer, (ii) reasonably cooperate with the other Party and furnish the information in such Party's possession that is necessary in connection with the filings, (iii) use commercially reasonable efforts to cause the expiration of the notice or waiting periods under any Laws applicable to it with respect to the consummation of the Reorganized New Harquahala Transfer as promptly as is reasonably practicable, (iv) promptly inform the other Party of any communication from or to, and any proposed understanding or agreement with, any Governmental Authority in respect of such filings, (v) reasonably consult and cooperate with the other Party in connection with any analyses, appearances, presentations, memoranda, briefs, arguments and opinions made or submitted by or on behalf of any Person in connection with all meetings, actions and proceedings with Governmental Authorities relating to such filings, (vi) comply, as promptly as is reasonably practicable, with any requests received by such Person or any of its Affiliates under any Laws for additional information, documents or other materials with respect to such filings, (vii) use commercially reasonable efforts to resolve any objections as may be asserted by any Governmental Authority with respect to the Reorganized New Harquahala Transfer and (viii) use commercially reasonable efforts to contest and resist any action or proceeding instituted (or threatened in writing to be instituted) by any Governmental Authority challenging the

Reorganized New Harquahala Transfer as violative of any Law. If a Party or any of its Affiliates intends to participate in any material meeting with any Governmental Authority with respect to such filings and if permitted by, or acceptable to, the applicable Governmental Authorities, it shall give the other Party reasonable prior notice of, and an opportunity to participate in, such meeting.

(c) In connection with any such filings or applications made pursuant to this Section 4.1, each Party shall cooperate in good faith with Governmental Authorities and use its commercially reasonable efforts to lawfully consummate the Reorganized New Harquahala Transfer.

(d) Each of New MACH Gen and Beal Bank shall provide prompt notification to the other when it becomes aware that any such consent or approval referred to in this Section 4.1 is obtained, taken, made, given or denied, as applicable.

(e) In furtherance of the foregoing covenants:

(i) New MACH Gen and Beal Bank shall prepare, as soon as is practicable following the RSA Effective Date and in accordance with the terms of the Restructuring Support Agreement and the following sentence, all necessary filings applicable to it in connection with the Reorganized New Harquahala Transfer that may be required by FERC or under the HSR Act or any other federal, state or local Laws. Each Party shall submit such filings applicable to it as soon as practicable, but in no event later than ten (10) calendar days following the RSA Effective Date. The Persons making such filings shall request expedited treatment of any such filings, shall promptly furnish each other with copies of any notices, correspondence or other written communication received by it from the relevant Governmental Authority, shall promptly make any appropriate or necessary subsequent or supplemental filings required of it and shall cooperate in the preparation of such filings as is reasonably necessary and appropriate. Any filing fees, costs or expenses arising out of or relating to such filings shall be for the account of New MACH Gen.

(ii) The Parties shall not, and shall cause their respective Affiliates not to, take any action that could reasonably be expected to adversely affect the approval of any Governmental Authority of any of the filings or applications referred to in this Section 4.1.

4.2 **Access of Beal Bank**.

(a) During the Interim Period, New MACH Gen will (i) use commercially reasonable efforts to provide Beal Bank and its Representatives with reasonable access, upon reasonable prior notice and during normal business hours, to New Harquahala's current plant managers and maintenance managers and other employees for the Harquahala Facility, and (ii) upon reasonable prior notice to New MACH Gen, during normal business hours and upon reasonable notice, provide Beal Bank with access to New Harquahala, Reorganized New Harquahala and the Harquahala Assets, including its Books and Records, but only to the extent that such access does not unreasonably interfere with the business of New MACH Gen or any of its Affiliates or the safe commercial operations of the Harquahala Assets; *provided, however*, that (a) New MACH Gen shall have the right to have a Representative present for any communication with employees or officers of New MACH Gen or its Affiliates, and (b) Beal Bank shall, and shall cause its Representatives to, observe and comply with all health, safety and security requirements of which

it is advised at the Harquahala Facility. For purposes of clarification, during the Interim Period, Beal Bank shall have the right to conduct Phase I environmental site assessments with respect to the Harquahala Assets, but Beal Bank shall not be entitled to collect any air, soil, surface water or ground water samples nor to perform any invasive or destructive sampling on, under, at or from any Harquahala Asset (including any Phase II environmental site assessment). Beal Bank shall hold in confidence all information disclosed to Beal Bank, its Affiliates or its Representatives hereunder on the terms and subject to the conditions contained in the Amended and Restated Credit Agreement; *provided, further*, that from and after the Effective Date, the obligations under the Amended and Restated Credit Agreement shall no longer apply to Beal Bank, its Affiliates or its Representatives with respect to the Harquahala Assets, New Harquahala, Reorganized New Harquahala and the Interests of Reorganized New Harquahala. Notwithstanding anything to the contrary in this Section 4.2, Beal Bank shall have no right of access to, and neither New MACH Gen nor any of its Affiliates shall have any obligation to provide any information the disclosure of which could reasonably be expected to (1) violate any attorney-client or similar legal privilege available to New MACH Gen or its Affiliates, (2) cause New MACH Gen or its Affiliates to breach a confidentiality obligation to a third party; *provided, that* New MACH Gen shall use commercially reasonable efforts to have such third party waive any such confidentiality obligation or (3) result in a violation of Law. Promptly upon completion of any such access, Beal Bank shall repair at its sole expense any damage caused by such access.

(b) Beal Bank agrees to defend, indemnify and hold harmless New MACH Gen, its Affiliates and their respective Representatives for any and all liabilities, losses, and out-of-pocket costs or expenses incurred by New MACH Gen, its Affiliates or their respective Representatives arising out of the access rights under this Section 4.2, including any claims by any of Beal Bank's Representatives for any injuries or property damage while present on the New Harquahala Facility Site, other than due to the gross negligence or willful misconduct of New MACH Gen or its Affiliates.

4.3 **Certain Restrictions**.

(a) Except as otherwise expressly required or permitted by this Annex A or authorized by Beal Bank in writing, during the Interim Period, New MACH Gen shall cause New Harquahala to keep the Harquahala Facility in a "non-operational" mode in accordance with the procedures set forth on Schedule 4.3(a), *provided*, that New Harquahala may operate the Harquahala Facility (i) to the extent necessary to comply with Prudent Operating Practices to maintain those assets in at least substantially the same condition as they exist prior to the RSA Effective Date, (ii) as is necessary to comply with an emergency power shortage as required by WECC, the Secretary of the U.S. Department of Energy, NERC or FERC, (iii) as needed to perform the capital projects and/or the maintenance projects in accordance with and as described on Schedule 4.3(b), (iv) as needed to conduct the performance test in accordance with Section 5.6, *provided*, that Beal Bank shall pay for the reasonable documented out-of-pocket costs therefor or (v) with the prior written consent of Beal Bank in its sole discretion.

(b) Except (x) as required by the terms of the Restructuring Support Agreement (including this Annex A), any requirements or limitations resulting from the Chapter 11 Cases, the Plan, the Bankruptcy Court or the Bankruptcy Code (including the DIP Orders), the Confirmation Order, or any Transferred Permit or Assumed Contract, (y) as consented to by Beal Bank (which

consent shall not be unreasonably withheld, conditioned or delayed), or (z) as otherwise set forth in Schedule 4.3(c), during the Interim Period, New Harquahala and Reorganized New Harquahala will, and New MACH Gen will cause each of New Harquahala and Reorganized New Harquahala, as applicable, to, (A) use commercially reasonable efforts to operate the Harquahala Facility in the ordinary course of business consistent with past practice, taking into account Section 4.3(a), in accordance with the Budget (as defined in and attached to the Restructuring Support Agreement) and (B) use commercially reasonable efforts to preserve its present business operations, organization and goodwill, keep available the services of its officers and employees or contractors (including with respect to the Harquahala Assets), and preserve its present relationship with Persons having business dealings with New Harquahala and Reorganized New Harquahala (including with respect to the Harquahala Assets). Except (i) as otherwise permitted or required by the terms of the Restructuring Support Agreement (including this Annex A), any requirements or limitations resulting from the Chapter 11 Cases, the Plan, the Bankruptcy Court or the Bankruptcy Code (including the DIP Orders), the Confirmation Order, or any Transferred Permit or Assumed Contract, (ii) as consented to by Beal Bank (which consent shall not be unreasonably withheld, conditioned or delayed), and/or (iii) as otherwise set forth on Schedule 4.3(c), New Harquahala will not, and New MACH Gen shall cause New Harquahala and Reorganized New Harquahala not to, during the Interim Period, undertake any of the following:

(i) create or permit any Lien (other than a Permitted Lien) against any of the Harquahala Assets;

(ii) create or permit any Lien against the Interests of New Harquahala or Reorganized New Harquahala;

(iii) grant any waiver or consent of any term under any Assumed Contract;

(iv) incur, assume, guarantee, or otherwise become liable in respect of any obligation or liability resulting in any Liabilities exceeding a value of $50,000 in the aggregate, or issue any debt securities, or make any loans or purchase any securities of any Person;

(v) (A) sell, lease, transfer, convey, license, sublicense, covenant not to assert, abandon, allow to lapse, or otherwise dispose of any Harquahala Assets (other than de minimis or insignificant assets), other than with respect to sales of gas or electricity in the ordinary course and consistent with existing Contracts; or (B) disclose any material trade secrets or confidential information included in the Harquahala Assets, other than pursuant to a confidentiality agreement sufficient to protect the confidentiality thereof;

(vi) (A) terminate, amend, or supplement any (x) Material Contract or (y) Transferred Permit, or (B) enter into any new purchase order or Contract (other than as permitted by the DIP Loan Documents), in each case of sub-clause (B) material to the operation of the Harquahala Facility, other than (1) for purchases or sales on a daily or forward basis (with a delivery date no later than 2 days after the Effective Date) of electric energy, ancillary services, fuel, other commodities necessary for the generation or sale of power by the Harquahala Assets, emissions allowance, capacity, transmission rights, and/or fuel transportation rights, in each case in the ordinary course of business, or (2) with respect to operations and maintenance otherwise permitted by this Annex A or scheduled maintenance allowed by or set forth in the DIP Budget, or

(3) any Contract as acceptable to Beal Bank evidencing any action that is otherwise expressly permitted to be taken pursuant to any other clause of this Section 4.3.

(vii) amend any of its Charter Documents;

(viii) file any Tax Return, make any Tax election, or settle any liability for Taxes;

(ix) fail to maintain limited liability company existence or merge or consolidate or otherwise combine with any other Person or acquire any business or line of business or all or substantially all of the assets of any other Person (in a single transaction or a series of related transactions) or enter into any Contract or letter of intent or similar arrangement with respect to the foregoing;

(x) liquidate, dissolve, recapitalize, reorganize or otherwise wind up its business or operations;

(xi) incur capital expenditures exceeding those permitted pursuant to the DIP Loan Documents;

(xii) cancel any debts, discount any receivables, or waive, release, assign or settle any Proceedings or other claims, except pursuant to the Plan;

(xiii) cancel, terminate or allow any material property or liability insurance policy (including any Harquahala Insurance Policy) to lapse except as such action is required by Beal Bank, or unless such insurance policy is permitted to be replaced with a comparable insurance policy under the DIP Orders;

(xiv) cause or allow to be hired, or hire for its account any employees;

(xv) authorize for issuance, issue or sell (A) any membership, equity or voting interests, (B) any securities convertible into, exchangeable for, or evidencing the right to subscribe for or acquire any (x) membership interests of, or other equity or voting interest in New Harquahala or Reorganized New Harquahala, including rights, warrants or options, or (y) phantom stock or similar equity-based payment option;

(xvi) declare, pay or set aside any dividend or make any distribution with respect to, or split, combine, redeem, reclassify, purchase or otherwise acquire directly, or indirectly, any shares of capital stock of, or other equity or voting interest in New Harquahala or Reorganized New Harquahala; or

(xvii) agree or commit to do any of the foregoing.

Notwithstanding the foregoing, New MACH Gen and New Harquahala may take commercially reasonable actions with respect to (i) emergency situations (including to mitigate or remedy the endangerment of health or safety of any Person or the environment or in connection with any forced outage) or (ii) regulatory requirements and/or other requirements of Law (including preliminary curtailment or similar operating decisions taken as a safety precaution), and New

MACH Gen shall promptly inform Beal Bank of any such actions taken outside the ordinary course of business.

4.4 **Tax Matters**.

(a) New MACH Gen shall be liable for and shall pay all Transfer Taxes imposed on any Party by Law as a result of the transactions contemplated by this Annex A. The Parties agree to cooperate in the execution and delivery of all instruments and certificates reasonably necessary to remit and/or minimize the amount of any Transfer Taxes. If Beal Bank is required by Law to pay any such Transfer Taxes, New MACH Gen shall promptly reimburse Beal Bank within ten (10) days of receipt of written request from Beal Bank for all of such Transfer Taxes. Each Party shall timely file their own Transfer Tax returns as required by Law and shall notify and provide a copy of such Transfer Tax returns to the other Party when such filings have been made. Each Party shall cooperate and consult with each other prior to filing such Transfer Tax returns to ensure that all such returns are filed in a consistent manner.

(b) Beal Bank shall prepare any and all Tax Returns for a Pre-Effective Date Tax Period or a Straddle Period required to be filed by New MACH Gen with respect to New Harquahala, Reorganized New Harquahala or the Harquahala Assets after the Effective Date, and any such Tax Return shall be prepared consistent with past practice, unless otherwise required by applicable Law. Not later than thirty (30) days prior to the due date for filing any such Tax Return (other than Tax Returns relating to sales, use, payroll, or other Taxes that are required to be filed contemporaneously with, or promptly after, the close of a tax period), Beal Bank shall deliver a draft of such Tax Return, together with all supporting documentation and work-papers, to New MACH Gen (or its designated representative) for its review and shall take into account any of New MACH Gen's (or its designated representative's) reasonable comments. New MACH Gen (or its designated representative) and Beal Bank shall cooperate to cause such Tax Return (as revised to incorporate New MACH Gen's (or its designated representative's) reasonable comments) to be timely filed. If either Party receives any notice of any claim or Proceeding pending in respect of a Tax for which the other Party is responsible (or any significant developments with respect to ongoing claims or Proceedings in respect of such a Tax), the first-mentioned Party shall promptly inform the other Party of such notice or development.

(c) All real property Taxes, personal property Taxes and other periodic Taxes that have been imposed on Reorganized New Harquahala, New Harquahala or their businesses or the Harquahala Assets that are due or become due for Straddle Periods shall be apportioned to the Pre-Effective Date Tax Period based upon the actual number of days in the Straddle Period that have elapsed up to and including the Effective Date, and they shall be apportioned to the Post-Effective Date Tax Period based upon the actual number of days in the Straddle Period that have elapsed after the Effective Date. All Taxes based upon income, gains or receipts, Transfer Taxes (except as provided in Section 4.4(a)), employment or payroll Taxes, or other transactional Taxes that have been imposed on Reorganized New Harquahala, New Harquahala or its business or the Harquahala Assets shall be allocated between the Pre-Effective Date Tax Period and the Post-Effective Date Tax Period as though a taxable year of Reorganized New Harquahala or New Harquahala had ended on the Effective Date (collectively, the "**Apportioned Taxes**"). New MACH Gen shall be responsible for the portion of such Apportioned Taxes attributable to the period ending on the Effective Date. Beal Bank and Reorganized New Harquahala shall be

responsible for the portion of such Apportioned Taxes attributable to the period beginning after the Effective Date.

(d) Each Party shall use commercially reasonable efforts to cooperate fully with the other Party, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns and any Proceeding with respect to Taxes. Such cooperation shall include the retention and (upon the other Party's request) the provision of records and information which are reasonably relevant to any such Proceeding and making employees (to the extent such employees were responsible for the preparation, maintenance or interpretation of information and documents relevant to Tax matters or to the extent required as witnesses in any Tax proceedings), available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Each Party agrees to retain all of its books and records with respect to Tax matters relating to New Harquahala, Reorganized New Harquahala or the Harquahala Assets for any taxable period beginning before the Effective Date until the expiration of the applicable statute of limitations and to abide by all record retention agreements entered into with any taxing authority.

(e) Notwithstanding anything in this Annex A to the contrary, the Parties agree to treat, for U.S. federal, state and local income tax purposes, the transactions contemplated by this Annex A and the Plan as a sale of assets to Beal Bank in exchange for an amount equal to (x) the First Lien Loan Reduction, plus (y) up to $3,000,000 in O&M Expenses payable by the First Lien Lenders (as defined in the Plan) pursuant to Article V.E. of the Plan (but only to the extent that a portion or all of the actual amount of the O&M Expenses payable by the First Lien Lenders under Article V.E. of the Plan is determined by Beal Bank prior to the Effective Date not to be an expense), less (z) a portion of the Pre-Petition Exit Fee (as defined in the New First Lien Credit Agreement) equal to $35,000,000.00, subject to the terms and conditions of the New First Lien Term Loan (the "**Agreed Tax Treatment**"). Consistent with the Agreed Tax Treatment, the fair market value of the Harquahala Assets (and other amounts constituting consideration for U.S. federal income tax purposes, to the extent known on the RSA Effective Date) shall be the amount of (x) the First Lien Loan Reduction, plus (y) up to $3,000,000 in O&M Expenses payable by the First Lien Lenders (as defined in the Plan) pursuant to Article V.E. of the Plan (but only to the extent that a portion or all of the actual amount of the O&M Expenses payable by the First Lien Lenders under Article V.E. of the Plan is determined by Beal Bank prior to the Effective Date not to be an expense), less (z) a portion of the Pre-Petition Exit Fee (as defined in the New First Lien Credit Agreement) equal to $35,000,000.00 (subject to the terms and conditions of the New First Lien Term Loan) and allocated among the Harquahala Assets in accordance with the allocation set forth on Schedule 4.4(e) (the "**Allocation**"). The Parties agree that the Allocation has been prepared in accordance with the principles of Section 1060 of the Code and the Treasury regulations promulgated thereunder.

(f) The Parties shall, and shall cause their Affiliates to, (i) report consistently with the Allocation and Agreed Tax Treatment in all Tax Returns, including IRS Form 8594, which if applicable, the Parties shall timely file with the IRS, (ii) not take any position for any tax purpose that is inconsistent with the Allocation or Agreed Tax Treatment, and (iii) promptly advise each other regarding the existence of any tax audit, controversy or litigation related to the Allocation or the Agreed Tax Treatment, in each case, unless required to do otherwise by a final determination (as defined in Section 1313 of the Code).

4.5 **Post-Closing Delivery and Retention of Records.**

(a) After the Effective Date, each Party shall grant to the other Party (or its respective designees) access during regular business hours, without significant disruption to the business of Beal Bank, Reorganized New Harquahala or the Harquahala Facility or New MACH Gen, as applicable, and upon reasonable request and reasonable advance notice to the books and records related to the Harquahala Facility, Reorganized New Harquahala and New Harquahala in its possession or the possession of its Affiliates (including to the Books and Records), and shall afford the other Party the right (at such other Party's sole cost and expense) to take extracts therefrom and to make copies thereof, to the extent reasonably necessary (i) to implement the provisions of, or to investigate or defend any claims among the Parties and/or their Affiliates arising under this Annex A, (ii) in connection with the reconciliation of claims in the Chapter 11 Cases as they relate to the Reorganized New Harquahala Transfer, or (iii) otherwise to enable Beal Bank or New MACH Gen, as applicable to address issues arising in connection with or relating to the Chapter 11 Cases as they relate to the Reorganized New Harquahala Transfer. Each of MACH Gen and Beal Bank shall maintain such books and records (including the Books and Records) related to New Harquahala, Reorganized New Harquahala or the Harquahala Facility in its possession until the seventh (7th) anniversary of the Effective Date, or if any of the books and records (including the Books and Records) pertain to any claim or dispute pending on the seventh (7th) anniversary of the Effective Date, until such claim or dispute is finally resolved and the time for all appeals has been exhausted. Notwithstanding anything herein to the contrary, in the event of a dispute, the furnishing of, or access to, the books and records (including the Books and Records) shall be subject to applicable rules relating to discovery. In addition, if either Party or any of its Affiliates reasonably believes it is required to disclose any such documents or information to comply with any Law, Order or any request made by any Governmental Authority or any other legal, regulatory or administrative proceeding or process, such Party or its Affiliates may do so, without liability hereunder; *provided*, *that* such disclosing Party will, and will cause its Affiliates to, to the extent reasonably practicable, provide the non-disclosing Party with prompt notice so that such non-disclosing Party may seek an appropriate protective order or other remedy, and the disclosing Party will, and will cause its Affiliates to, to the extent reasonably practicable and the expense of the non-disclosing Party (except to the extent such expense is allocated to a different Party under this Annex A), cooperate with the non-disclosing Party to obtain any protective order or remedy; *provided*, *that*, with respect to Beal Bank and its Affiliates, the obligations in the immediately preceding proviso shall not apply to the information relating to Reorganized New Harquahala, New Harquahala and the Harquahala Assets, from and after the Effective Date.

(b) For the avoidance of doubt, as of the Effective Date, all confidential non-public information with respect to or relating to Reorganized New Harquahala, New Harquahala and the Harquahala Assets shall be deemed confidential information of Beal Bank, and New MACH Gen and its Affiliates shall maintain the confidentiality thereof unless as may be required by any applicable Law or Order and unless such information is (i) made known or otherwise provided to New MACH Gen and its Affiliates from sources other than those directly related to New MACH Gen's or its Affiliates' prior ownership of New Harquahala, Reorganized New Harquahala or any Harquahala Asset, to the extent not in breach of confidentiality obligations of such sources to Beal Bank or its Affiliates, (ii) in the public domain other than as a result of disclosure by New MACH Gen or any of its Affiliates in violation of this Section 4.5, or (iii) acquired after the Effective Date by New MACH Gen or its Affiliates from a source other than Beal Bank, provided that such source

is not known by New MACH Gen or its Affiliates to be bound by a confidentiality agreement or arrangement with Beal Bank. The obligation of New MACH Gen and its Affiliates to hold any such information in confidence shall be satisfied if New MACH Gen and its Affiliates exercise the same care with respect to such information as they would take to preserve the confidentiality of their own similar information.

4.6 **Support Obligations**. At or prior to the Effective Date, subject to the commercially reasonable cooperation of New MACH Gen and its Affiliates, and except with respect to any Support Obligations (as defined below) issued under or pursuant to any Contracts which are not Assumed Contracts or discharged by the Bankruptcy Court, Beal Bank shall effect the full and unconditional release, effective as of the Effective Date, of New MACH Gen and any of its Affiliates, as applicable, from the outstanding credit support obligations provided by New MACH Gen or any of its Affiliates with respect to the Assumed Contracts or New Harquahala, which outstanding credit support obligations are in each case as set forth on Schedule 4.6 ("**Support Obligations**"), including by putting in place, concurrently with the Closing, letters of credit, and/or cash collateral, as reasonably required, to effect the replacement of such Support Obligations on the Effective Date. Notwithstanding the foregoing, if the form of the Support Obligation is cash (whether cash collateral or cash deposit), Beal Bank shall have no obligation to replace such cash collateral or cash deposit, and New Harquahala shall keep (and New MACH Gen shall cause New Harquahala to keep) such cash collateral or cash deposit in place, and shall not retrieve or remove such cash collateral or cash deposit from the counterparty.

4.7 **Insurance**. If any claims may reasonably be made relating to events that have occurred prior to the Effective Date that relate to New Harquahala, Reorganized New Harquahala or the Harquahala Assets, then New MACH Gen (on behalf of itself and each of its Affiliates) shall use its commercially reasonable efforts (at the sole cost of Beal Bank) to permit Beal Bank (after the Effective Date and in cooperation with New MACH Gen) to file, notice and otherwise continue to pursue such claims under the terms of any applicable policies, and, subject to all of the foregoing, New MACH Gen (on behalf of itself and each of its Affiliates) agrees to otherwise reasonably cooperate (at the sole cost of Beal Bank) with Beal Bank or its Affiliates to make the benefits of any Harquahala Insurance Policies available to Beal Bank or its Affiliates.

4.8 **Public Announcements**. Except in connection with the Chapter 11 Cases or as otherwise required by Law, each of the Parties will, and will cause their Affiliates to, consult with the other regarding the timing and content of any press releases or public statements with respect to this Annex A or the Reorganized New Harquahala Transfer; *provided*, *however*, that notwithstanding the foregoing, in no event will the Parties issue any press release or public statement naming or containing any information with respect to the other Party, or their respective Affiliates, as applicable, without the prior written consent of such other Party.

4.9 **Further Assurances**. Subject to the terms and conditions of this Annex A and the Plan, at any time or from time to time after the Effective Date, at either Party's request and without further consideration, the other Party shall execute and deliver to such Party such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as such Party may reasonably request in order to consummate or effectuate the Reorganized New Harquahala Transfer; *provided*, *however*, no such

instruments, materials, information or actions shall increase either Party's liability, or decrease its rights, under this Annex A or the Plan.

4.10 **Title Cooperation**. New MACH Gen agrees to cooperate in a commercially reasonable manner with Beal Bank's efforts to obtain title insurance with respect to the Harquahala Assets, as Beal Bank may elect in its sole discretion, to be issued, if at all, by the Title Insurer. In the event Beal Bank decides to obtain title insurance, New MACH Gen and its Affiliates shall deliver to the Title Insurer an owner's affidavit in form and substance reasonably acceptable to Beal Bank, New MACH Gen and the Title Insurer in order to enable the Title Insurer to issue to Beal Bank a title insurance policy which omits from such policy all exceptions for (i) parties in possession claiming through New MACH Gen or its Affiliates; and (ii) mechanics', materialmens' and other statutory liens (other than for taxes which are not yet due and payable or for liens being contested in good faith and by proper proceedings). New MACH Gen also agrees to cooperate in a commercially reasonable manner with Beal Bank's efforts to obtain a survey and/or survey update with respect to the Harquahala Assets, as Beal Bank may elect in its sole discretion.

4.11 **Discharge of Affiliate Obligations**. At or prior to Closing, New MACH Gen shall, and shall cause its Affiliates to, terminate and release all Liabilities between New Harquahala and Reorganized New Harquahala, on the one hand, and New MACH Gen and any of its Affiliates (other than New Harquahala and Reorganized New Harquahala), on the other hand, without any continuing Liability to Beal Bank or Reorganized New Harquahala or their respective Affiliates from and after the Closing, in each case in accordance with the Plan.

4.12 **Schedule Update**. From time to time prior to the Closing, but no less than ten (10) days prior to the anticipated date of the Closing, New MACH Gen may at its option supplement or amend and deliver updates to the Schedules to Article 2 as necessary to complete or correct any information in such Schedules to Article 2 or in any representation or warranty in Article 2. Such update shall be solely for informational purposes and no such update made pursuant to this Section 4.12 shall be deemed to amend or supplement any such Schedules or prevent or cure any inaccuracy of any representation or warranty made in this Annex A and shall not be deemed to qualify or limit any covenant, agreement or remedy (including indemnification under Article 7), except with respect to any updates to the list of the Assumed Contracts set forth on Schedule 2.8(a) and 2.8(b) made in accordance with and pursuant to the Plan.

4.13 **Other Apportioned Charges**. New MACH Gen and Beal Bank agree that the following items relating to the Harquahala Assets, New Harquahala or Reorganized New Harquahala shall be prorated as of the Effective Time between New MACH Gen and Beal Bank with New MACH Gen liable to the extent those items relate to any time prior to the Effective Time, and Beal Bank liable to the extent the items relate to any time on and after the Effective Time (measured in the same units used to compute the item in question, otherwise measured by calendar days) (the "**Apportioned Charges**"):

(a) rent or licensing fees under leases or licenses;

(b) any charges for water, fuel, telephone, electricity and other utilities;

(c) fixed regular charges or registration fees payable under registrations, licenses, permits, authorizations, notices to, authorizations of, waivers from and other consents or approvals of Governmental Authorities; and

(d) any other periodic or recurring charges (other than Apportioned Taxes which are addressed under Section 4.4) imposed on or assessed against the Harquahala Assets by any Governmental Authority, other than fines and/or penalties imposed for violations of Law the costs of which shall be paid entirely by the party that incurred the fines or penalties.

New MACH Gen shall be responsible for the portion of such Apportioned Charges (including any payables of New Harquahala or Reorganized New Harquahala) attributable to the period ending at the Effective Time, and Beal Bank and Reorganized New Harquahala shall be responsible for the portion of such Apportioned Charges attributable to the period beginning after the Effective Time; *provided, that,* the terms set forth in this Annex A with respect to the proration of the Apportioned Charges shall be subject to Article V.E. of the Plan, to the extent such Apportioned Charges constitute O&M Expenses (as defined in the Plan). The following procedures shall apply to the calculation of the Apportioned Charges: At least five (5) Business Days, but not more than seven (7) Business Days prior to the Effective Date, New MACH Gen shall prepare and deliver to Beal Bank a statement (the "**Apportioned Charges Statement**") setting forth New MACH Gen's good faith estimate of the amount of the Apportioned Charges. During the period after the delivery of the Apportioned Charges Statement and prior to the Effective Date, Beal Bank shall have an opportunity to review the Apportioned Charges Statement and New MACH Gen shall provide Beal Bank and its representatives with reasonable access, during normal business hours, to New MACH Gen's accounting and other personnel and to the records of New MACH Gen, as the case may be, and any other document or information reasonably requested by Beal Bank in order to allow Beal Bank and its Representatives to verify the accuracy of the Apportioned Charges Statement. During the period after the delivery of the Apportioned Charges Statement until the date that is two (2) Business Days prior to the Effective Date, Beal Bank may object to the Apportioned Charges Statement in reasonable detail in which case Beal Bank and New MACH Gen shall cooperate in good faith to mutually agree upon the Apportioned Charges Statement; *provided, that,* if Beal Bank and New MACH Gen are not able to reach mutual agreement on the amount of Apportioned Charges prior to the Effective Time, Beal Bank or New MACH Gen, as applicable, shall pay only the undisputed amount of such Apportioned Charges on the Effective Date and Beal Bank and New MACH Gen shall cooperate in good faith to agree upon any disputed Apportioned Charges following the Effective Date. Without limiting the foregoing and for clarity, all operating, maintenance and administrative costs and expenses (including affiliate charges) of New Harquahala and Reorganized New Harquahala, and all operating, maintenance and administrative costs and expenses (including affiliate charges) related to the Harquahala Assets, in each case attributable to the period of time on or before the Effective Time, and not constituting O&M Expenses payable by the First Lien Lenders (as defined in the Plan) in accordance with and pursuant to Article V.E. of the Plan, shall be paid by Reorganized MACH Gen (as defined in the Plan) as and when due.

4.14 **Interim Period Deliveries**.

(a) As promptly as practicable and in any event within five (5) Business Days after the RSA Effective Date, New MACH Gen shall deliver to Beal Bank the following, in form and substance reasonably acceptable to Beal Bank:

(i) true and correct copies of each of the Transferred Permits;

(ii) all environmental reports, studies, or analyses possessed by New MACH Gen pertaining to both (i) Environmental Matters, Environmental Law or Hazardous Materials and (ii) the Harquahala Assets or New Harquahala; and

(iii) true and complete copies of each Material Contract, including any amendments and modifications thereto.

(b) As promptly as practicable and in any event within ten (10) Business Days after the RSA Effective Date, New MACH Gen shall deliver to Beal Bank, in form and substance reasonably acceptable to Beal Bank, all tests or monitoring results possessed by New MACH Gen pertaining to both (i) Environmental Matters, Environmental Law or Hazardous Materials and (ii) the Harquahala Assets or New Harquahala.

4.15 **Transition Services; Tower Construction**.

(a) New MACH Gen shall provide or cause its Affiliates to provide to Beal Bank for the ninety (90)-day period immediately following the Effective Date the transition services that are reasonably requested in writing (providing reasonable detail) by Beal Bank (the "**Transition Services**"); provided, however, that, unless otherwise agreed, the Transition Services shall not include services not currently or since November 2, 2015 provided by New MACH Gen or its Affiliates to New Harquahala or with respect to the Harquahala Assets. New MACH Gen shall, and shall cause its Affiliates to, perform any Transition Services provided hereunder in substantially the same quality and manner as the same or comparable services were provided by New MACH Gen or its Affiliates with respect to New Harquahala and the Harquahala Assets.

(b) Beal Bank may, upon not less than fifteen (15) days' written notice to New MACH Gen, at any time and from time to time may, as of the date set forth in such notice (which may not precede the end of such 15-day period without New MACH Gen's approval), reduce or terminate its right to receive (and New MACH Gen's associated obligations to provide or cause the provision of) any or all of the applicable Transition Services. Beal Bank shall reimburse New MACH Gen for the reasonable costs or expenses actually incurred by or on behalf of New MACH Gen or its Affiliates attributable to the provision of Transition Services, including the costs of all compensation and benefits and employment Taxes on such compensation and benefits, any reasonable allocations of overhead expenses of New MACH Gen or its Affiliates and any retention payments required to retain employees who provide Transition Services (such costs and expenses, the "**Direct Costs**"). No later than the 15th Business Day after the end of each calendar month during which New MACH Gen or its Affiliates provided Transition Services, beginning with the calendar month immediately following the Effective Date, New MACH Gen shall submit an invoice to Beal Bank for the Direct Costs incurred during such calendar month. If the Effective Date is a day other than the last day of a month, the invoice for the first month shall be only for those Transition Services provided from such date until the end of the month of the Effective Date.

Beal Bank shall pay or cause to be paid each such accurate invoice it receives within thirty (30) days after its receipt.

(c) During the Interim Period, New MACH Gen will, in accordance with Prudent Operating Practices, procure and construct new towers along the Harquahala 500kv line, at its sole cost and expense, to replace the four rental Emergency Lindsey Towers provided for by the Transmission Line Maintenance Change Order / Maintenance Request (Tower Rental Agreement) dated as of May 3, 2018, between New Harquahala and Salt River Project Agricultural Improvement and Power District. Upon completion of the construction of the new towers, Beal Bank shall have the right to inspect the new towers to confirm the construction of such new towers in accordance with Prudent Operating Practices and to confirm the completion of such towers in its reasonable judgment.

ARTICLE 5
BEAL BANK'S CONDITIONS TO EFFECTIVENESS OF THE PLAN

The effectiveness of the Plan shall be subject to the fulfillment of each of the following conditions (except to the extent waived in writing by Beal Bank in its sole discretion):

5.1 **Representations and Warranties**.

(a) The representations and warranties (other than the Fundamental Representations of New MACH Gen and the representations contained in Section 2.17 (Absence of Changes)) made by New MACH Gen in Article 2 (without giving effect to any materiality, material adverse effect, or Material Adverse Effect qualifier contained therein) shall be true and correct on and as of the Effective Date as though made on and as of the Effective Date (other than those representations and warranties that speak to an earlier date (disregarding the words "as of the RSA Effective Date" in the lead-in paragraph of Article 2), which representations and warranties shall be true and correct as of such earlier date), except where the failure to be true and correct would not reasonably be expected to have a Material Adverse Effect. The representations contained in Section 2.17 shall be true and correct in all respects on and as of the Effective Date as though made on and as of the Effective Date.

(b) The Fundamental Representations made by New MACH Gen shall be true and correct in all material respects on and as of the Effective Date as though made on and as of the Effective Date (other than those representations and warranties that speak to an earlier date (disregarding the words "as of the RSA Effective Date" in the lead-in paragraph of Article 2), which representations and warranties shall be true and correct as of such earlier date).

5.2 **Performance**. New MACH Gen shall have performed and complied, in all material respects, with the covenants required by this Annex A to be performed or complied with by New MACH Gen on or before the Effective Date.

5.3 **Officer's Certificate**. New MACH Gen shall have delivered to Beal Bank at the Closing an officer's certificate, dated as of the Effective Date, certifying that the conditions specified in Sections 5.1 and 5.2 have been fulfilled.

5.4 **Consents and Approvals**. The Beal Bank Governmental Approvals, the MACH Gen Governmental Approvals and the MACH Gen Consents, in each case that are listed on Schedule 5.4 shall have been duly obtained, made or given and shall be in full force and effect, and all terminations or expirations of waiting periods imposed by any Governmental Authority with respect to the Beal Bank Governmental Approvals and the MACH Gen Governmental Approvals, in each case listed on Schedule 5.4 (if applicable) shall have occurred; *provided, however*, that the absence of any appeals and the expiration of any appeal period with respect to any of the foregoing shall not constitute a condition to the effectiveness of the Plan hereunder.

5.5 **Orders and Laws**. There shall not be any Law or Order restraining, enjoining or otherwise prohibiting or making illegal the consummation of the Reorganized New Harquahala Transfer.

5.6 **Performance Test**. A performance test shall have been completed demonstrating the levels of performance of the Harquahala Facility specified on Schedule 5.6.

5.7 **Consultant Reports**. Within ten (10) days prior to the Effective Date, Beal Bank shall have received:

(a) A Phase I environmental site assessment in respect of the Harquahala Facility, to be prepared by Terracon Consultants, Inc. or its Affiliates or such other Person reasonably satisfactory to New MACH Gen and Beal Bank, the results of which shall be reasonably satisfactory to Beal Bank.

(b) (i) Letters from MACH Gen's insurance brokers or insurers, dated not earlier than fifteen (15) days prior to the Effective Date, stating with respect to each Harquahala Insurance Policy that (A) such policy is in full force and effect and (B) all premiums theretofore due and payable thereon have been paid and (ii) a certificate from the Independent Insurance Consultant, in form and substance reasonably satisfactory to Beal Bank confirming that such required insurance is in full force and effect in accordance with the terms of this Annex A.

(c) (i) A report of the Independent Market Power Consultant in respect of the Harquahala Facility, (ii) a report of the Independent Insurance Consultant in respect of the insurance for the Harquahala Facility and (iii) a report of the Independent Engineer in respect of the Harquahala Facility, in each case together with a certificate from the Independent Market Power Consultant, the Independent Insurance Consultant and the Independent Engineer (as applicable), in each case in form and substance reasonably satisfactory to Beal Bank.

5.8 **Effective Date Deliveries**. On the Effective Date, New MACH Gen shall deliver to Beal Bank:

(a) All instruments of cancellation of existing Interests of New Harquahala and all instruments of issuance of new Interests of Reorganized New Harquahala, in each case substantially in the form attached hereto as Exhibit B and fully executed by MACH Gen or its applicable Affiliate, and any other instruments of transfer necessary or appropriate in connection with the consummation of the Reorganized New Harquahala Transfer in accordance with the Plan, and letters of resignation substantially in the form attached hereto as Exhibit C; and

(b) The Books and Records which are not located at the Harquahala Facility.

5.9 **Tax Certificate**. Talen Energy Supply, LLC, a Delaware limited liability company and the regarded parent of New MACH Gen for U.S. federal income tax purposes, shall have delivered a properly executed affidavit prepared in accordance with Treasury Regulations Section 1.1445-2(b) certifying to its non-foreign status.

5.10 **Tax Allocation Agreement Release**. On the Effective Date, Beal Bank shall be satisfied, in its sole judgement, that there are no obligations or liabilities of New Harquahala or Reorganized New Harquahala under the Tax Allocation Agreement, and that the Tax Allocation Agreement is no longer binding on either, and if Beal Bank is not so satisfied, in its sole judgement, then New MACH Gen shall and shall cause Talen Energy Corporation and all of its affiliates set forth on Exhibit A to the Tax Allocation Agreement (and all of its affiliates otherwise a party thereto or bound thereby) to deliver to New Harquahala, Reorganized New Harquahala, Beal Bank and all of the Affiliates of Beal Bank, on the Effective Date, a full and complete release of any and all obligations and liabilities of New Harquahala and Reorganized New Harquahala under the Tax Allocation Agreement, in form and substance satisfactory to Beal Bank in its sole judgement.

ARTICLE 6
NEW MACH GEN'S CONDITIONS TO THE EFFECTIVENESS OF THE PLAN

The effectiveness of the Plan shall be subject to the fulfillment of each of the following conditions (except to the extent waived in writing by New MACH Gen in its sole discretion):

6.1 **Representations and Warranties**.

(a) The representations and warranties (other than the Fundamental Representations of Beal Bank) made by Beal Bank in Article 3 (without giving effect to any materiality or material adverse effect qualifier contained therein) shall be true and correct on and as of the Effective Date as though made on and as of the Effective Date (other than those representations and warranties that speak to an earlier date (disregarding the words "as of the RSA Effective Date" in the lead-in paragraph of Article 3), which representations and warranties shall be true and correct as of such earlier date), except where the failure to be true and correct would not reasonably be expected to result in a material adverse effect on Beal Bank's ability to consummate the Reorganized New Harquahala Transfer.

(b) The Fundamental Representations made by Beal Bank shall be true and correct in all material respects on and as of the Effective Date as though made on and as of the Effective Date (other than those representations and warranties that speak to an earlier date (disregarding the words "as of the RSA Effective Date" in the lead-in paragraph of Article 3), which representations and warranties shall be true and correct as of such earlier date).

6.2 **Performance**. Beal Bank shall have performed and complied, in all material respects, with the covenants required by this Annex A to be so performed or complied with by Beal Bank on or before the Effective Date.

6.3 **Officer's Certificate**. Beal Bank shall have delivered to New MACH Gen at the Closing a certificate of an officer of Beal Bank, dated as of the Effective Date, certifying that the conditions set forth in Sections 6.1 and 6.2 have been fulfilled.

6.4 **Consents and Approvals**. The Beal Bank Governmental Approvals, the MACH Gen Governmental Approvals and the MACH Gen Consents, in each case that are listed on Schedule 6.4 shall have been duly obtained, made or given and shall be in full force and effect, and all terminations or expirations of waiting periods imposed by any Governmental Authority with respect to the Beal Bank Governmental Approvals and the MACH Gen Governmental Approvals, in each case listed on Schedule 6.4 (if applicable) shall have occurred; *provided, however*, that the absence of any appeals and the expiration of any appeal period with respect to any of the foregoing shall not constitute a condition to the effectiveness of the Plan hereunder.

6.5 **Orders and Laws**. There shall not be any Law or Order restraining, enjoining or otherwise prohibiting or making illegal the consummation of the Reorganized New Harquahala Transfer.

ARTICLE 7
SURVIVAL; REMEDIES; MISCELLANEOUS

7.1 **Survival of Representations and Warranties**. The representations and warranties of New MACH Gen contained in this Annex A, the Schedules hereto, in any Exhibit or certificate attached hereto or delivered pursuant to this Annex A shall survive the Closing until the earlier of (a) the date that is twelve (12) months from the Effective Date, and (b) the date on which any sale by Beal Bank of all or substantially all of the Harquahala Assets is consummated (whether through a sale of equity, assets or otherwise, including through the assignment of the Restructuring Support Agreement or this Annex A to an unaffiliated third party, in each case pursuant to one transaction or a series of transactions), except that (i) the Fundamental Representations of New MACH Gen shall survive until the expiration of the applicable statute of limitations, (ii) the representations and warranties contained in Section 2.11 (Tax Matters) shall survive until sixty (60) days following the expiration of the applicable statute of limitations (giving effect to any extensions and waivers thereof), and (iii) the representations and warranties contained in Section 2.6 (Environmental Matters) shall survive until the earlier of (x) the date that is five (5) years from the Effective Date, and (y) the date of any such sale by Beal Bank. The covenants of New MACH Gen which are to be performed at or prior to the Closing shall survive the Closing until the date that is twelve (12) months from the Effective Date. The covenants of New MACH Gen which are to be performed after the Closing shall survive the Closing until the date that such covenants are fully performed in accordance with their terms and for the time periods set forth therein. Except as otherwise set forth in this Section 7.1, no representations, warranties, covenants or agreements shall survive the Closing. No Person shall be liable for any claim for indemnification under Article 7 unless a Claim Certificate is delivered by the Person seeking indemnification to the Person from whom indemnification is sought prior to the expiration of the applicable survival period, in which case the representation, warranty, covenant or agreement which is the subject of such claim shall survive, to the extent of the claims described in such Claim Certificate only, until such claim is resolved, whether or not the amount of the Losses resulting from such breach has been finally determined at the time the notice is given.

7.2 **Indemnification by New MACH Gen**.

(a) General. Subject to the other provisions of this Article 7, from and after the Closing, New MACH Gen agrees to and shall indemnify Beal Bank and Reorganized New Harquahala and each of their respective Representatives, subsidiaries, direct and indirect parent companies, shareholders, partners, members, managers, officers and directors (collectively, the "**Beal Bank Indemnitees**") and save and hold each of them harmless against any Losses suffered, incurred or paid, directly or indirectly, by them as a result of, arising out of or related to: (i) any failure of any representation or warranty made by New MACH Gen in this Annex A or in any schedule, exhibit or certificate delivered pursuant to this Annex A to be true and correct in all respects (without giving effect to any "material", "materially", "materiality", "Material Adverse Effect", "material adverse effect", "material adverse change" or similar qualification contained in any such representation or warranty) on and as of the Effective Date as if made on such date (other than those representations and warranties made as of a specified date (disregarding the words "as of the RSA Effective Date" in the lead-in paragraph of Article 2) which shall be true and correct in all respects as of such specified date), (ii) any breach of any covenant or agreement by New MACH Gen contained in this Annex A, and (iii) any Taxes imposed on Beal Bank, New Harquahala, Reorganized New Harquahala or any Harquahala Asset that arise in a Pre-Effective Date Tax Period or are Straddle Period Taxes apportioned to New MACH Gen pursuant to Section 4.4.

(b) Deductible Amount. The Beal Bank Indemnitees shall not be entitled to make any claim for indemnification under Section 7.2(a)(i) to the extent that the aggregate amount of all Losses for which all Beal Bank Indemnitees are entitled to indemnification pursuant to Section 7.2(a)(i) (other than with respect to Fundamental Representations) does not exceed an amount equal to $575,000 (the "**Deductible Amount**"). After the Deductible Amount has been reached, the Beal Bank Indemnitees shall be entitled to indemnification only for amounts in excess of the Deductible Amount and only to the extent otherwise allowable, including under Section 7.2(c). Notwithstanding the foregoing, the limitations set forth in this Section 7.2(b) shall not apply to (x) Losses arising out of a breach of the representations and warranties set forth in Section 2.11 (Tax Matters) or (y) any claim for indemnification under Sections 7.2(a)(ii) or 7.2(a)(iii).

(c) Liability of New MACH Gen. Notwithstanding any other provision of this Annex A, (A) the aggregate liability of New MACH Gen under this Article 7 for all Losses (other than (x) any liability arising from a breach of any Fundamental Representation or the representations and warranties contained in Section 2.11 (Tax Matters) or (y) any claim for indemnification under Sections 7.2(a)(ii) or 7.2(a)(iii)) shall not exceed $11,500,000; *provided, that*, except for any claim based on fraud, the aggregate liability of New MACH Gen under this Article 7 for all Losses (including those arising from a breach of any Fundamental Representations, the representations and warranties contained in Section 2.11 (Tax Matters) or under Sections 7.2(a)(ii) or 7.2(a)(iii)) shall in no event exceed $115,000,000.

(d) Mitigation and Limitation of Claims.

(i) Each Beal Bank Indemnitee that becomes aware of a Loss for which it may seek indemnification under this Article 7 shall take commercially reasonable efforts to mitigate such Loss, including actions reasonably requested by the other Party.

(ii) If the amount of any Beal Bank Indemnitee's Loss, at any time subsequent to New MACH Gen's making of a payment under this Article 7, is reduced by recovery, settlement or otherwise under or pursuant to any applicable insurance coverage, or pursuant to any applicable claim, recovery, settlement, or payment by or against any other Person (collectively, "**Recoveries**"), the amount of such Recoveries (reduced by costs of recovery) shall be credited to New MACH Gen within fifteen (15) days after receipt of such Recoveries by such Beal Bank Indemnitee, up to the aggregate amount of the indemnification to the Beal Bank Indemnitee (reduced by costs of recovery of such Recoveries) by New MACH Gen which credit shall be made and given effect to New MACH Gen in the form and /or through the same method as the initial indemnity payment which was made or credited to the Beal Bank Indemnitee hereunder by New MACH Gen.

(e) Exclusive Remedy. Except for fraud, the indemnification provisions of this Article 7 shall be the sole and exclusive remedy of Beal Bank (including Beal Bank Indemnitees) for any breach of any representations, warranties, covenants or agreements contained in this Annex A.

7.3 **Indemnification Procedures**.

(a) If any Person entitled to indemnification pursuant to Section 7.2 (an "**Indemnified Party**") believes that a claim, demand or other circumstance exists that has given or may reasonably be expected to give rise to a right of indemnification hereunder (whether or not the amount of Losses relating thereto is then quantifiable), the Indemnified Party shall deliver to the party from which indemnification is sought (the "**Indemnifying Party**") a certificate (a "**Claim Certificate**") promptly after discovering the circumstances giving rise to such claim, which Claim Certificate shall: (i) state that the Indemnified Party has paid or anticipates it will incur liability for Losses for which such Indemnified Party is entitled to indemnification pursuant to this Annex A; and (ii) specify each individual item of Loss included in the amount so stated (if quantifiable), the date such item was paid (if paid), the basis for any anticipated Liability and the nature of the misrepresentation, breach of warranty, breach of covenant or claim to which each such item is related and the computation of the amount to which such Indemnified Party claims to be entitled hereunder (if quantifiable); *provided*, that, the failure to give the Claim Certificate or a delay in giving the Claim Certificate, as the case may be, will not relieve the Indemnifying Party of its obligations hereunder, except to the extent that such Indemnifying Party is materially prejudiced as a result thereof.

(b) The Indemnified Party making the claim shall state only what is required in subsection (a) above and shall not be required to admit or deny the validity of the facts or circumstances out of which such claim arose.

7.4 **Third-Party Claims**.

(a) If any Indemnified Party becomes subject to a pending or threatened claim of a third party (a "**Third-Party Claim**") and such Person (the "**Claiming Party**") delivers to the Indemnifying Party (the "**Responding Party**") the Claim Certificate set forth in Section 7.3, and in the event that the Responding Party notifies the Claiming Party that it desires to defend the Third-Party Claim pursuant to this Section 7.4(a), such Responding Party shall be deemed to have acknowledged its obligations to indemnify hereunder for such Third-Party Claim and it shall have

control of such defense and proceedings, including any settlement thereof, with counsel reasonably satisfactory to the Claiming Party; *provided, however*, that the Responding Party may not assume control of the defense of a Third-Party Claim (i) involving a criminal proceeding, action, indictment, allegation or investigation against the Claiming Party or its Affiliates, or (ii) in which equitable relief is sought against the Claiming Party, as applicable with respect to the relevant Third-Party Claim, at the time such claim was submitted by the Claiming Party.

(b) If the Responding Party notifies the Claiming Party that it desires to defend the Third-Party Claim pursuant to Section 7.4(a), then the Responding Party shall work diligently to defend the Third-Party Claim and shall not enter into any settlement (i) that does not include as a term thereof the giving by each claimant or plaintiff to the Claiming Party a release from all liability in respect of such Third-Party Claim or (ii) that provides for any relief other than the payment of monetary damages as to which the Claiming Party shall be paid in full; *provided, however*, that if requested by the Responding Party, the Claiming Party shall (at the cost and expense of the Responding Party only with respect to reasonable out-of-pocket costs and expenses of the Claiming Party) reasonably cooperate with the Responding Party and its counsel in contesting any Third-Party Claim that the Responding Party elects to contest, or, if appropriate and related to the Third-Party Claim in question, in making any counterclaim reasonably requested against the Person asserting the Third-Party Claim, or any cross-complaint against any Person (other than the Claiming Party or any of its Affiliates). The Claiming Party may elect to participate in such proceedings, negotiations or defense at any time at its own expense (*provided, however*, that the Responding Party shall pay the reasonable attorneys' fees of the Claiming Party if (i) the employment of separate counsel shall have been authorized in writing by the Responding Party in connection with the defense of such Third-Party Claim or (ii) the Claiming Party's and the Responding Party's respective counsels have reasonably agreed that there is a conflict of interest that could make it inappropriate under applicable standards of professional conduct for the Responding Party and the Claiming Party to have common counsel).

(c) Until the Responding Party notifies the Claiming Party that the Responding Party desires to defend the Third-Party Claim pursuant to Section 7.4(a), the Claiming Party shall (upon reasonable prior notice to the Responding Party) have the right to undertake the defense or, with the consent of the Responding Party which shall not be unreasonably withheld, compromise or settle of such Third-Party Claim; *provided, however*, that the Responding Party shall reimburse the Claiming Party for the costs of defending against such Third-Party Claim (including reasonable attorneys' fees and expenses) and shall remain otherwise responsible for any liability with respect to amounts arising from or related to such Third-Party Claim, in both cases to the extent it is ultimately determined that such Responding Party is liable with respect to such Third-Party Claim for a breach under this Annex A. The Responding Party may elect to participate in such proceedings, negotiations or defense at any time at its own expense.

(d) Notwithstanding anything else contained in this Annex A, with respect to a Third-Party Claim for Taxes, (i) (A) New MACH Gen shall only have the right to control a Third-Party Claim with respect to Taxes if (I) it relates to a taxable year or other taxable period that ends on or prior to the Effective Date or (II) such Taxes are imposed on New MACH Gen or its post-Closing Affiliates and (B) New MACH Gen shall not consent to any settlement or compromise of any Third-Party Claim that could reasonably be expected to adversely impact Beal Bank, Reorganized New Harquahala, or any of their post-Closing Affiliates, or the Harquahala

Assets without written consent of Beal Bank, which consent shall not be unreasonably withheld, conditioned or delayed, and (ii) Beal Bank shall have the right to control all other Third-Party Claims for indemnification regarding Taxes. New MACH Gen, at its own expense, shall be entitled to participate in any Third-Party Claim with respect to Taxes for a taxable period that begins prior to the Effective Date and ends after the Effective Date, or for any Pre-Effective Date Tax Period if New MACH Gen did not choose to control the contest of such Tax pursuant to this Annex A, Beal Bank shall not settle any such claim that could reasonably be expected to adversely impact New MACH Gen or its post-Closing Affiliates without written consent of New MACH Gen, which consent shall not be unreasonably withheld, conditioned or delayed.

7.5 **Waiver of Other Representations**. SUBJECT TO SECTION 7.5(c), IT IS THE EXPLICIT INTENT OF EACH PARTY, AND THE PARTIES HEREBY AGREE, IN EACH CASE SOLELY IN CONNECTION WITH THE REORGANIZED NEW HARQUAHALA TRANSFER, THAT NONE OF NEW MACH GEN NOR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES HAS MADE OR IS MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY IMPLIED REPRESENTATION OR WARRANTY AS TO THE CONDITION, VALUE, PROSPECTS (FINANCIAL, ENVIRONMENTAL OR OTHERWISE), MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO NEW HARQUAHALA, REORGANIZED NEW HARQUAHALA OR THE HARQUAHALA ASSETS, OR ANY PART THEREOF IN THIS ANNEX A, EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE 2. IN PARTICULAR, AND WITHOUT IN ANY WAY LIMITING THE FOREGOING, BUT SUBJECT TO SECTION 7.5(c), NONE OF NEW MACH GEN OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES MAKES ANY REPRESENTATION OR WARRANTY TO BEAL BANK WITH RESPECT TO ANY FINANCIAL PROJECTIONS OR FORECASTS RELATING TO NEW HARQUAHALA, REORGANIZED NEW HARQUAHALA OR THE HARQUAHALA ASSETS, IN EACH CASE SOLELY IN CONNECTION WITH THE REORGANIZED NEW HARQUAHALA TRANSFER.

(b) BEAL BANK ACKNOWLEDGES THAT THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE 2 ARE THOSE ONLY OF NEW MACH GEN AND NOT OF ANY OTHER PERSON INCLUDING ANY AFFILIATE OR REPRESENTATIVE OF NEW MACH GEN OR ANY OF ITS AFFILIATES.

(c) NOTWITHSTANDING ANYTHING IN THIS ANNEX A TO THE CONTRARY, ANY WAIVER SET FORTH IN THIS SECTION 7.5 SHALL NOT BE DEEMED TO AFFECT OR LIMIT (X) ANY OTHER REPRESENTATION OR WARRANTY MADE BY NEW MACH GEN OR ANY OF ITS AFFILIATES IN THE RESTRUCTURING SUPPORT AGREEMENT, IN THE PLAN, IN THE DIP LOAN DOCUMENTS (OR IN ANY OTHER "LOAN DOCUMENT" (AS "LOAN DOCUMENT" IS DEFINED IN THE DIP LOAN DOCUMENTS)), IN THE AMENDED AND RESTATED CREDIT AGREEMENT (OR IN ANY OTHER "LOAN DOCUMENT" (AS "LOAN DOCUMENT" IS DEFINED IN THE AMENDED AND RESTATED CREDIT AGREEMENT)), IN THE DIP ORDERS, IN THE EMERGENCY LOAN AMENDMENT (AS DEFINED IN THE RESTRUCTURING SUPPORT AGREEMENT) (TO THE EXTENT MADE), IN THE NEW LC SUPPORT AGREEMENT, OR

IN THE NEW FIRST LIEN CREDIT AGREEMENT (OR ANY OTHER NEW FIRST LIEN LOAN DOCUMENT) (COLLECTIVELY, THE "OTHER TRANSACTION DOCUMENTS") OR ANY ANCILLARY DOCUMENT, INSTRUMENT, CERTIFICATE OR OTHER DOCUMENT RELATED TO, DELIVERED UNDER, ATTACHED TO, OR ASSOCIATED WITH ANY SUCH OTHER TRANSACTION DOCUMENT, OR (Y) ANY AND ALL RIGHTS THAT BEAL BANK OR ANY OF ITS AFFILIATES CURRENTLY HAS OR MAY HAVE IN THE FUTURE AS A LENDER TO NEW MACH GEN OR ANY OF ITS AFFILIATES, OR (Z) ANY AND ALL RIGHTS BEAL BANK OR ANY OF ITS AFFILIATES CURRENTLY HAS OR MAY HAVE IN THE FUTURE AS A CREDITOR OR PARTY IN INTEREST IN CONNECTION WITH THE CHAPTER 11 CASES. NOTWITHSTANDING ANYTHING IN THIS ANNEX A TO THE CONTRARY (INCLUDING SECTIONS 7.5(a) AND SECTION 7.5(b)), (X) THE WAIVERS OF BEAL BANK SET FORTH IN THIS SECTION 7.5 ARE BEING MADE SOLELY IN BEAL BANK'S STATUS AS A POTENTIAL FUTURE OWNER OF THE INTERESTS OF REORGANIZED NEW HARQUAHALA AND SOLELY IN CONNECTION WITH THE REORGANIZED NEW HARQUAHALA TRANSFER AND WITH RESPECT TO NEW HARQUAHALA, REORGANIZED NEW HARQUAHALA AND THE HARQUAHALA ASSETS, AND (Y) NOTHING IN THIS ANNEX A SHALL BE DEEMED TO AFFECT, HINDER, LIMIT, OR PRECLUDE ANY RIGHTS THAT BEAL BANK OR ANY OF ITS AFFILIATES CURRENTLY HAS OR MAY HAVE IN THE FUTURE (WHETHER UNDER CONTRACT, LAW OR OTHERWISE) AS A RESULT OF BEAL BANK'S OR ANY OF ITS AFFILIATES' STATUS AS LENDER, CREDITOR, OR PARTY IN INTEREST OR OTHERWISE (EXCEPT AS A POTENTIAL FUTURE OWNER OF THE INTERESTS OF REORGANIZED NEW HARQUAHALA).

7.6 **Waiver of Remedies**.

(a) NEITHER PARTY NOR ANY OF ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES UNDER THIS ANNEX A FOR SPECIAL, PUNITIVE, EXEMPLARY, REMOTE, SPECULATIVE, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, OR DIMINUTION OF VALUE OR LOST PROFITS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OTHER LAW OR OTHERWISE AND WHETHER OR NOT ARISING FROM NEW MACH GEN'S OR ANY OF ITS AFFILIATES' SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT; *PROVIDED, HOWEVER,* THAT IN NO EVENT SHALL THIS SECTION 7.6 BE A LIMITATION ON (i) ANY OBLIGATION OF EITHER PARTY HEREUNDER WITH RESPECT TO A THIRD PARTY CLAIM RELATING TO SUCH OBLIGATION OR (ii) IN CONNECTION WITH THE CALCULATION OF LOSSES AS PROVIDED IN THE LAST TWO PROVISOS OF THE DEFINITION OF "MATERIAL ADVERSE EFFECT".

Notwithstanding anything in this Annex A to the contrary but subject to Section 7.5(c), (i) under this Annex A, except for fraud, no Person other than New MACH Gen (including no Affiliate of New MACH Gen, no Representative of New MACH Gen or any of its Affiliates, and no Person directly or indirectly owning any interest in New MACH Gen) shall have any liability to Beal Bank or any other Person as a result of the breach of any representation, warranty, covenant, or agreement of New MACH Gen in this Annex A or any certificate delivered pursuant to this Annex A, and (ii) no Person other than Beal Bank (including no Affiliate of Beal Bank, no Representative of Beal Bank or any of its Affiliates, and no Person directly or indirectly owning

any interest in Beal Bank) shall have any liability to New MACH Gen or any other Person as a result of the breach of any representation, warranty, covenant, or agreement of Beal Bank in this Annex A or in any certificate delivered pursuant to this Annex A .

7.7 **Disclosure**.

(a) New MACH Gen may, at its option, include in the Schedules items that are not material, and any such inclusion, or any references to dollar amounts, shall not be deemed to be an acknowledgment or representation that such items are material, to establish any standard of materiality or to define further the meaning of such terms for purposes of this Annex A. Information disclosed in any Schedule shall constitute a disclosure for all purposes under this Annex A to the extent that the relevance of such disclosure in such Schedule to any other Schedules is reasonably apparent on its face.

(b) In no event shall disclosure of any matter, fact, occurrence, information or circumstance in the Schedules be deemed or interpreted to broaden the scope of, or alter or otherwise change, the representations and warranties, obligations, covenants, conditions, indemnities or agreements contained in this Annex A, or to create any representation, warranty, obligation, covenant, condition, indemnity or agreement that is not contained in the Agreement. The inclusion of any matter, fact, information or circumstance in the Schedules shall not be construed as an admission or acknowledgment or otherwise imply that such matter, fact, occurrence, information or circumstance is required to be listed in the Schedules in order for any representation or warranty in this Annex A, to be true and correct, or that any such matter, fact, occurrence, information or circumstance arises to a Material Adverse Effect or is material (or not material) to or outside (or in) the ordinary course of business of New Harquahala (or the Harquahala Assets) (or that any such matter, fact, occurrence, information or circumstance is above or below any specified threshold).

(c) Any exception, qualification or other disclosure set forth in the Schedules with respect to a particular representation, warranty or covenant contained in this Annex A shall be deemed to be an exception, qualification or other disclosure with respect to all other representations, warranties and covenants contained in this Annex A to the extent any description of facts regarding the event, item or matter disclosed is adequate so as to make reasonably apparent on its face that such exception, qualification or disclosure is applicable to such other representations, warranties or covenants whether or not such exception, qualification or disclosure is so numbered.

(d) Matters reflected in the Schedules are not necessarily limited to matters required by this Annex A to be reflected in the Schedules. In particular, although the Schedules may contain supplementary information not specifically required under this Annex A to be included in the Schedules, such additional matters are set forth for informational purposes, are not represented or warranted in this Annex A and do not necessarily include other matters of a similar nature.

(e) All references in this Annex A to the enforceability of agreements with third parties, the existence or non-existence of third-party rights, the absence of breaches or defaults by third parties, or similar matters or statements, are not intended to be admissions against interests or give rise to any inference or proof of accuracy. In addition, the disclosure of any matter in the

Schedules is not to be deemed an admission against any party that such matter actually constitutes noncompliance with or a violation of Contract or Law or other topic to which such disclosure is applicable.

(f) In disclosing any matter, fact, occurrence, information or circumstance in this Annex A, the disclosing party is not waiving any attorney-client privilege associated with any such matter, fact, occurrence, information or circumstance, or any protection afforded by the "work product doctrine" with respect to any of the same.

EXHIBIT A

NEW HARQUAHALA FACILITY SITE

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN BUCKEYE, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1

That portion of Section 31, Township 2 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

BEGINNING at the Southwest corner;

Thence North 00 degrees 41 minutes 25 seconds East along the West line of said Section 31, a distance of 5282.76 feet to the Northwest corner of said Section 31;

Thence South 89 degrees 23 minutes 10 seconds East along the North line of said Section 31, a distance of 5249.34 feet to the Northeast corner of said Section 31;

Thence South 00 degrees 33 minutes 20 seconds West along the East line of said Section 31, a distance of 5053.19 feet;

Thence North 89 degrees 22 minutes 53 seconds West, parallel with the South line of said Section 31, a distance of 3055.00 feet;

Thence South 00 degrees 33 minutes 20 seconds West, parallel with the East line of said Section 31, a distance of 230.00 feet to a point on the South line of said Section 31;

Thence North 89 degrees 22 minutes 53 seconds West along the South line of said Section 31, a distance of 2206.76 feet to the POINT OF BEGINNING;

Together with the benefits of the Sump Access and Tailwater Easement granted to Harquahala Generating Trust of Delaware, Ltd., dated February 14, 2001, recorded in Recording No. 2001-0112684, as assigned to Harquahala Generating Company, LLC, by Assignment of Easement Agreement dated December 12, 2001, recorded December 26, 2001 in Recording No. 2001-1214312, records of Maricopa County, Arizona.

PARCEL NO. 1A

Right of Way No. 14-105439 dated December 15, 2000, between the State Land Department, State of Arizona, as Grantor and Harquahala Generating Company, L.L.C., as Grantee, over a strip 160 feet wide across the South 160 feet of the North 260 feet of Section 32, Township 2 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona recorded February 8, 2001 in Recording No. 2001-0096299 and re-recorded August 2, 2001 in Recording No. 2001-0706826, records of Maricopa County, Arizona.

As further assigned pursuant to that certain Assignment of Right-of-Way 14-105439, dated June 24, 2004, made by the State Land Department of the State of Arizona, to New Harquahala Generating Company, LLC, a Delaware limited liability company.

Right-of-Way No. 18-106496, dated July 6, 2001 between the State Land Department, State of Arizona, as grantor, and Harquahala Generating Company, LLC, a Delaware limited liability company, as grantee, for service road, recorded September 7, 2001 in Recording No. 2001-0827420, records of Maricopa County, Arizona, as extended pursuant to that certain Right of Way, recorded July 28, 2011 in Recording No. 2011-0628761, records of Maricopa County, Arizona.

PARCEL NO. 2:

Easement granted by Jacquelynn C. Accomazzo, as Trustee of the James Mark Accomazzo Marital Deduction Trust under Agreement dated September 12, 1983, to Harquahala Generating Trust of Delaware, Ltd. dated February 13, 2001, recorded February 14, 2001 in Recording No. 2001-0112683, records of Maricopa County, Arizona, across Section 33, Township 2 North, Range 8 Wet of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, as assigned to Harquahala Generating Company, LLC, by Assignment of Easement Agreement dated December 12, 2001, recorded December 26, 2001 in Recording No. 2001-1214313, records of Maricopa County, Arizona;

Except 50% of all minerals, mineral rights, oil, oil rights, natural gas, natural gas rights and other hydrocarbons and hydrocarbon rights, by whatsoever name known, geothermal hot water or steam, rock , sand and gravel which may be within or under the real property as reserved in Deed recorded in Docket 11672, Page 363, records of Maricopa County, Arizona.

PARCEL NO. 3:

Right of Way No. AZA-31068 filed February 7, 2001, between the United States of America, Department of Interior, Bureau of Land Management, as Grantor and Harquahala Generating Company, LLC, as Grantee, over a strip 200 feet wide across the North half of the North half of Section 34, Township 2 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, recorded July 12, 2001 in Recording No. 2001- 0624232, records of Maricopa County, Arizona.

PARCEL NO. 4:

Easement granted by The Flood Control District of Maricopa County, a municipal corporation to Harquahala Generating Company, LLC, a Delaware limited liability company, recorded April 21, 2003 in Recording No. 2003-496107, records of Maricopa County, Arizona, described as follows:

A strip of land 160 feet in width across the Northwest quarter and the North half of the North half of the Northwest quarter of the Northeast quarter located in Section 35, Township 2 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a point on the West line of said Section 35, from which a GLO Brass cap marking the Northwest corner of said Section 35, bears North 00 degrees 35 minutes 08 seconds East, a distance of 100.00 feet;

Thence South 89 degrees 24 minutes 42 seconds East parallel with the North line of said Section 35, a distance 3960.82 feet to a point on the East line of said North half of the North half of the Northwest quarter of the Northeast quarter;

Thence South 00 degrees 35 minutes West along the East line of said North half of the North half of the Northwest quarter of the Northeast quarter, a distance of 160.00 feet;

Thence North 89 degrees 24 minutes 42 seconds West parallel with the North side of said Section 35, a distance of 3960.83 feet to a point on the West line of said Section 35;

Thence North 00 degrees 35 minutes 08 seconds East, a distance of 160.00 feet to the POINT OF BEGINNING.

PARCEL NO. 5:

Right of Way No. 14-105439 dated December 15, 2000, between the State Land Department, State of Arizona, as Grantor, and Harquahala Generating Company, L.L.C., as Grantee, over a strip 160 feet wide across the Northeast quarter of the Northeast quarter of Section 35, Township 2 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, recorded February 8, 2001 in Recording No. 2001-096299 re-recorded August 2, 2001 in Recording No. 2001-0706826, records of Maricopa County, Arizona.

As further assigned pursuant to that certain Assignment of Right-of-Way 14-105439, dated June 24, 2004, made by the State Land Department of the State of Arizona, to New Harquahala Generating Company, LLC, a Delaware limited liability company.

Right-of-Way No. 18-106496, dated July 6, 2001 between the State Land Department, State of Arizona, as grantor, and Harquahala Generating Company, LLC, a Delaware limited liability company, as grantee, for service road, recorded September 7, 2001 in Recording No. 2001-0827420, records of Maricopa County, Arizona, as extended pursuant to that certain Right of Way, recorded July 28, 2011 in Recording No. 2011-0628761, records of Maricopa County, Arizona.

PARCEL NO. 6:

Right of Way No, 14-105439 dated December 15, 2000 between the State Land Department, State of Arizona, as grantor and Harquahala Generating Company, L.L.C., a Delaware limited liability company, as grantee over a strip 160 feet wide across the North half and the Southeast quarter of Section 36, Township 2 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, recorded February 8, 2001 in Recording No. 2001-0096299

re-recorded August 2, 2001 in Recording No. 2001-0706826, records of Maricopa County, Arizona.

Right of Way No. 14-105440 dated December 15, 2000 between State Land Department, State of Arizona, as grantor and Harquahala Generating Company, L.L.C., a Delaware limited liability company, as grantee over a strip 160 feet wide across the Northeast quarter of the Northwest quarter and the Northeast quarter of the Southeast quarter of the Northwest quarter and the Southwest quarter of the Northeast quarter, all in Section 36, Township 2 North, Range 8 West of the Gila and Salt River Base and Meridian, Maricopa County. Arizona recorded February 8, 2001 in Recording No. 2001-0096300 re-recorded August 2, 2001 in Recording No. 2001- 0706827, as amended by Amendment to Right of Way dated June 7, 2001 recorded July 12, 2001 in Recording No. 2001-0624233 and recorded September 12, 2001 in Recording No. 2001-0842166, records of Maricopa County, Arizona.

As further assigned pursuant to that certain Assignment of Right-of-Way 14-105440, dated June 24, 2004, made by the State land Department of the State of Arizona, to New Harquahala Generating Company, LLC, a Delaware limited liability company.

Right of Way No, 18-106496 dated July 6, 2001 between the State Land Department, State of Arizona, as grantor and Harquahala Generating Company, LLC, a Delaware limited liability company, as grantee, for a service road, recorded September 7, 2001 in Recording No. 2001-0827420 and extended by instrument recorded July 28, 2011 in Recording No. 2011-0628761, records of Maricopa County, Arizona.

As further assigned pursuant to that certain Assignment of Right-of-Way 14-105439, dated June 24, 2004, made by the State Land Department of the State of Arizona, to New Harquahala Generating Company, LLC, a Delaware limited liability company.

PARCEL NO. 7:

Right of Way No. AZA-31068 filed February 7, 2001 between the United States of America, Department of Interior, Bureau of Land Management, as grantor and Harquahala Generating Company, LLC as grantee, over a strip 200 feet wide across Lot 4, of Section 31, Township 2 North, Range 7 West of the Gila and Salt River Base and Meridian Maricopa County, Arizona, recorded July 12, 2001 in Recording No. 2001-0624232, records of Maricopa County, Arizona;

Except any portion lying within the Shep, Wonder and Mayflower patented lode mining claims, as more fully described in Patent dated February 15, 1939, as Patent No. 456432.

PARCEL NO. 8:

Right of Way No. AZA-31068 filed February 7, 2001 between the United States of America, Department of Interior, Bureau of Land Management, as grantor and Harquahala Generating Company, LLC as grantee, over a strip 200 feet wide across Lots 3 and 4, the Southeast quarter of the Northwest quarter, the Southwest quarter of the Northeast quarter, and the Southeast quarter, of Section 6, Township 1 North, Range 7 West of the Gila and Salt River Base and Meridian,

Maricopa County, Arizona, recorded July 12, 2001 in Recording No. 2001- 0624232, records of Maricopa County, Arizona;

Except any portion lying within the Shep, Wonder and Mayflower patented lode mining claims, as more fully described in Patent dated February 15, 1939, as Patent No. 456432
.

PARCEL NO. 9:

Right of Way No. AZA-31068 filed February 7, 2001 between the United States of America, Department of Interior, Bureau of Land Management, as grantor and Harquahala Generating Company, LLC as grantee, over a strip 200 feet wide across the Northeast quarter of the Northeast quarter of Section 7, Township 1 North, Range 7 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, recorded July 12, 2001 in Recording No. 2001-0624232, records of Maricopa County, Arizona.

PARCEL NO. 10:

Right of Way No. AZA-31068 filed February 7, 2001 between the United States of America, Department of Interior, Bureau of Land Management, as grantor and Harquahala Generating Company, LLC as grantee, over a strip 200 feet wide across the West half of Section 8, Township 1 North, Range 7 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, recorded July 12, 2001 in Recording No. 2001-0624232, records of Maricopa County, Arizona.

PARCEL NO. 11:

Right of Way No. AZA-31068 filed February 7, 2001 between the United States of America, Department of Interior Bureau of Land Management, as grantor and Harquahala Generating Company, LLC as grantee, over a strip 200 feet wide across the Southwest quarter of the Southwest quarter of Section 16, Township 1 North, Range 7 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, recorded July 12, 2001 in Recording No. 2001-0624232, records of Maricopa County, Arizona.

PARCEL NO. 12:

Right of Way No. AZA-31068 filed February 7, 2001 between the United States of America, Department of Interior, Bureau of Land Management, as grantor and Harquahala Generating Company, LLC as grantee, over a strip 200 feet wide across a portion of the North half and the Southeast quarter of Section 17, Township 1 North, Range 7 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, recorded July 12, 2001 in Recording No. 2001-0624232, records of Maricopa County, Arizona.

PARCEL NO. 13:

Right of Way No. AZA-31068 filed February 7, 2001 between the United States of America, Department of Interior, Bureau of Land Management, as grantor and Harquahala Generating Company, LLC as grantee, over a strip 200 feet wide the Northeast quarter of Section 20,

Township 1 North, Range 7 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 14:

Right of Way No. AZA-31068 filed February 7, 2001 between the United States of America, Department of Interior, Bureau of Land Management, as grantor and Harquahala Generating Company, LLC as grantee, over a strip 200 feet wide across the West half and the Southwest quarter of the Southeast quarter of Section 21, Township 1 North, Range 7 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, recorded July 12, 2001 in Recording No. 2001-0624232, records of Maricopa County, Arizona.

PARCEL NO. 15:

Right of Way No. AZA-31068 filed February 7, 2001 between the United States of America, Department of Interior, Bureau of Land Management, as grantor and Harquahala Generating Company, LLC as grantee, over a strip 200 feet wide across the Northeast quarter of Section 28, Township 1 North, Range 7 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, recorded July 12, 2001 in Recording No. 2001- 0624232, records of Maricopa County, Arizona.

PARCEL NO. 16:

Right of Way No. AZA-31068 filed February 7, 2001 between the United States of America, Department of Interior, Bureau of Land Management, as grantor and Harquahala Generating Company, LLC as grantee, over a strip 200 feet wide across the Southwest quarter of Section 27, Township 1 North, Range 7 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, recorded July 12, 2001 in Recording No. 2001-0624232, records of Maricopa County, Arizona.

PARCEL NO. 17:

Right of Way No. AZA-31068 filed February 7, 2001 between the United States of America, Department of Interior, Bureau of Land Management, as grantor and Harquahala Generating Company, LLC as grantee, over a strip 200 feet wide across the North half and the Southeast quarter of Section 34, Township 1 North, Range 7 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, recorded July 12, 2001 in Recording No. 2001-0624232, records of Maricopa County, Arizona.

PARCEL NO. 18:

Right of Way No. AZA-31068 filed February 7, 2001 between the United States of America, Department of Interior, Bureau of Land Management, as grantor and Harquahala Generating Company, LLC as grantee, over a strip 200 feet wide across the Southwest quarter of Section 35, Township 1 North, Range 7 West of the Gila and Salt River Base and Meridian, Maricopa County,

Arizona, recorded July 12, 2001 in Recording No. 2001- 0624232, records of Maricopa County, Arizona.

PARCEL NO. 19:

Right of Way No, 14-105439 dated December 15, 2000 between the State Land Department, State of Arizona, as grantor and Harquahala Generating Company, L.L.C., a Delaware limited liability company, as grantee over a strip 160 feet wide across Lots 2, 3, and 4 and the South half of the North half and the Southeast quarter of Section 2, Township 1 South, Range 7 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, recorded February 8, 2001 in Recording No. 2001-0096299 and re-recorded August 2, 2001 in Recording No. 2001-0706826, records of Maricopa County, Arizona.

As further assigned pursuant to that certain Assignment of Right-of-Way 14-105439, dated June 24, 2004, made by the State Land Department of the State of Arizona, to New Harquahala Generating Company, LLC, a Delaware limited liability company.

Right of Way No. 14-105440 dated December 15, 2000 between State Land Department, State of Arizona, as grantor and Harquahala Generating Company, L.L.C., a Delaware limited liability company, as grantee over a strip 160 feet wide across Lots 2 and 3 and the South half of the North half and the Southeast quarter of Section 2, Township 1 South, Range 7 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona recorded February 8, 2001 in Recording No. 2001-0096300 re-recorded August 2, 2001 in Recording No. 2001- 0706827, as amended by Amendment to Right of Way dated June 7, 2001 recorded July 12, 2001 in Recording No. 2001-0624233 and recorded September 12, 2001 in Recording No. 2001-0842166, records of Maricopa County, Arizona.

As further assigned pursuant to that certain Assignment of Right-of-Way 14-105440, dated June 24, 2004, made by the State land Department of the State of Arizona, to New Harquahala Generating Company, LLC, a Delaware limited liability company.

Right-of-Way No. 18-106496, dated July 6, 2001 between the State Land Department, State of Arizona, as grantor, and Harquahala Generating Company, LLC, a Delaware limited liability company, as grantee, for a service road, recorded September 7, 2001 in Recording No. 2001-0827420, records of Maricopa County, Arizona, as extended pursuant to that certain Right of Way, recorded July 28, 2011 in Recording No. 2011-0628761, records of Maricopa County, Arizona.

PARCEL NO. 20:

Right of Way No. AZA-31068 filed February 7, 2001 between the United States of America, Department of Interior, Bureau of Land Management, as grantor and Harquahala Generating Company, LLC as grantee, over a strip 200 feet wide across the South half of Section 1, Township 1 South, Range 7 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, recorded July 12, 2001 in Recording No. 2001-0624232, records of Maricopa County, Arizona.

PARCEL NOS. 22, 23, 24, 25 AND 25A:

Right of Way granted by Southern California Edison Company, a corporation to Harquahala Generating Company, LLC, a Delaware limited liability company, in License Agreement dated February 13, 2001, recorded under the following instruments:

Docket 15740, Page 1445, in Docket 16096, Page 97, in Docket 16011, Page 674 and in Recording No. 2001- 0308811, records of Maricopa County, Arizona, for a power transmission line corridor across Sections 4, 5 and 6, all in Township 1 South, Range 6 West of the Gila and Salt River Base and Meridian, Maricopa County, more particularly described as follows:

BEGINNING at the Southwest corner of said Section 6, which is marked by a 1914 GLO brass cap, from which a 1914 GLO brass cap marking the West quarter comer of said Section 6 bears North 0 degrees 32 minutes 02 seconds East, a distance of 2641.30 feet;

Thence North 0 degrees 32 minutes 02 seconds East along the West line of said Section 6, a distance of 207.09 feet;

Thence South 89 degrees 26 minutes 07 seconds East parallel with and 80.00 feet South of the centerline of the Devers Power Transmission Line which is owned and operated by Southern California Edison, a distance of 11,711.38 feet;

Thence South 0 degrees 25 minutes 32 seconds West, a distance of 204.31 feet to a point on the South line of said Section 4 from which a Maricopa County brass cap marking the South quarter corner of said Section 4 bears South 89 degrees 29 minutes 06 seconds East, a distance of 1321.47 feet;

Thence North 89 degrees 29 minutes 06 seconds West along the South line of said Section 4, a distance of 1321.46 feet to the Southwest corner of said Section 4 which is marked by a 1914 GLO brass cap;

Thence North 89 degrees 27 minutes 30 seconds West along the South line of said Section 5, a distance of 5285.45 feet to the Southwest comer of said Section 5 which is marked by a 1914 GLO brass cap;

Thence North 89 degrees 26 minutes 16 seconds West along the South line of said Section 6, a distance of 2639.76 feet to the South quarter corner of said Section 6 which is marked by a 1914 GLO brass cap;

Thence North 89 degrees 25 minutes 18 seconds West along the South line of said Section 6, a distance of 2465.10 feet to the POINT OF BEGINNING.

PARCEL NO. 26

Tract 1

The North half of the Southwest quarter and the South half of the Southwest quarter of Section 9, Township 1 South, Range 6 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Tract 2

The West half of the Northwest quarter of Section 9, Township 1 South, Range 6 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 27:

Right of Way No, 14-105439 dated December 15, 2000 between the State Land Department, State of Arizona, as grantor and Harquahala Generating Company, L.L.C., a Delaware limited liability company, as grantee over a strip 160 feet wide across the North half of the North half of Section 16, Township 1 South, Range 6 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, recorded February 8, 2001 in Recording No. 2001-0096299 re-recorded August 2, 2001 in Recording No. 2001-0706826, records of Maricopa County, Arizona.

As further assigned pursuant to that certain Assignment of Right-of-Way 14-105439, dated June 24, 2004, made by the State Land Department of the State of Arizona, to New Harquahala Generating Company, LLC, a Delaware limited liability company.

Right-of-Way No. 18-106496, dated July 6, 2001 between the State Land Department, State of Arizona, as grantor, and Harquahala Generating Company, LLC, a Delaware limited liability company, as grantee, for a service road, recorded September 7, 2001 in Recording No. 2001-0827420, records of Maricopa County, Arizona, as extended pursuant to that certain Right of Way, recorded July 28, 2011 in Recording No. 2011-0628761, records of Maricopa County, Arizona.

PARCEL NO. 28A:

Right of Way Agreement and Easement dated May 15, 2001 granted by SEP II, a California corporation to Harquahala Generating Company, LLC, a Delaware limited liability company, as agent for Harquahala Generating Trust of Delaware Ltd., a Delaware business trust, recorded June 28, 2001 in Recording No. 2001-0575161, and thereafter Assigned to Harquahala Generating Company, LLC, a Delaware limited liability company by Assignment recorded December 26, 2001 in Recording No. 2001-1214314, records of Maricopa County, Arizona, more particularly described as follows:

a strip 200 feet wide strip of land within the North half of Section 15, Township 1 South, Range 6 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows The Southerly 200 feet of the Northerly 265 feet of the West half of said Section 15.

PARCEL NO. 28B:

Unrecorded Easement across the Northeast quarter of Section 15 and the West half of the Northwest quarter of Section 14, both in Township 1 South, Range 6 West of the Gila and Salt River Base and Meridian, Maricopa

County, Arizona, except the North 40 feet thereof, as evidenced by Memorandum of Easement (Hassayampa Switchyard) dated September 18, 2001, recorded September 25, 2001 in Recording No. 2001-0879022, records of Maricopa County, Arizona

APN: 401-47-047, 401-47-049, 401-47-048, 506-30-017C & 506-30-017D

EXHIBIT B

INSTRUMENTS OF CANCELLATION OF EXISTING INTERESTS OF NEW HARQUAHALA AND INSTRUMENTS OF ISSUANCE OF NEW INTERESTS OF REORGANIZED NEW HARQUAHALA

[*See attached*]

CANCELLATION INSTRUCTIONS AND TRANSFER POWER

FOR VALUE RECEIVED, New MACH Gen, LLC hereby instructs New Harquahala Generating Company, LLC, a Delaware limited liability company (the "**Company**"), as the sole member of the Company, (x) to cancel all of the issued and outstanding membership interests of the Company represented by one hundred (100) units of the membership interests of the Company, standing in the name of New MACH Gen, LLC on the books of the Company and represented by the original Certificate No. 4 attached hereto, which shall be cancelled immediately prior to the issuance of Certificate No. 5 (as defined below) and (y) to issue to [Beal Bank USA or its designee][1] Certificate No. 5 of the Company (the "**Certificate No. 5**") for one hundred (100) units of the membership interests of the Company, representing 100% of all of the issued and outstanding membership interests of the Company, upon which issuance [Beal Bank USA or its designee][2] shall become the sole member of the Company, and does hereby irrevocably constitute and appoint _____ to transfer said membership on the books of the Company, with full power of substitution in the premises.

Date:_____

NEW MACH GEN, LLC

BY: MACH GEN, LLC, its sole member

By:_____
Name:
Title:

[1] Applicable entity to be inserted on the Effective Date.

[2] Applicable entity to be inserted on the Effective Date.

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED OR SOLD, UNLESS IT HAS BEEN REGISTERED UNDER THE SECURITIES ACT OR UNLESS THE EXEMPTION FROM REGISTRATION IS AVAILABLE. THIS SECURITY IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF NEW HARQUAHALA GENERATING COMPANY, LLC (THE "COMPANY") DATED AS OF APRIL 28, 2014, AS MAY BE AMENDED OR AMENDED AND RESTATED FROM TIME TO TIME (THE "AGREEMENT"). A COPY OF THE AGREEMENT MAY BE OBTAINED FROM THE COMPANY AT ITS PRINCIPAL OFFICE.

NUMBER	NEW HARQUAHALA GENERATING COMPANY, LLC	UNITS
5	FORMED UNDER THE LAWS OF THE STATE OF DELAWARE	100

THAT CERTIFIES THAT

[BEAL BANK USA OR ITS DESIGNEE][1]

IS THE OWNER OF 100 FULLY PAID AND NONASSESABLE MEMBERSHIP UNITS

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE IS A SECURITY WITHIN THE MEANING OF AND GOVERNED BY ARTICLE 8 OF THE DELAWARE UNIFORM COMMERCIAL CODE

Dated:_____

_____

[●], Chief Executive Officer

[1] Legal name of applicable new owner to be inserted.

ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE
SOLE MEMBER
OF
NEW HARQUAHALA GENERATING COMPANY, LLC

[●], 2018

The undersigned, being the sole member (the "Member") of New Harquahala Generating Company, LLC, a Delaware limited liability company (the "Company"), hereby resolves to take the following actions in lieu of a meeting and hereby adopts the following resolutions by written consent pursuant to Section 18-404(d) of the Delaware Limited Liability Company Act:

WHEREAS, in connection with the consummation of the Reorganized New Harquahala Transfer (as defined in Annex A to the RSA (as defined below)), it is contemplated that the membership certificate held by Member (the "Member Certificate") representing one hundred percent (100%) of the limited liability company membership interests of the Company (the "Old Interests") be cancelled (such cancellation, the "Cancellation") and that a new certificate representing one hundred percent (100%) of the limited liability company membership interests of the Company (the "New Interests") be issued to Beal Bank USA, a Nevada thrift company or its designee (collectively, "Beal Bank") (such issuance, the "Issuance") pursuant to the terms and conditions set forth in that certain (a) Restructuring Support Agreement (the "RSA"), dated as of [●], including, without limitation, Annex A thereto, entered into by and among (i) the Member and its subsidiaries MACH Gen GP, LLC, Millennium Power Partners, L.P., New Athens Generating Company, LLC, and the Company, (ii) the holders of Equity Interests (as defined in the RSA) and (iii) the holders of the First Lien Claims (as defined in the RSA) and (b) the joint prepackaged plan of reorganization for New MACH Gen, LLC, MACH Gen GP, LLC, Millennium Power Partners, L.P., New Athens Generating Company, LLC, and the Company; and

WHEREAS, in connection with the Cancellation and Issuance, it is contemplated that the Company will cancel Certificate No. 4 of the Company issued on [[●], [●]] in the name of the Member, as the sole member of the Company, representing the Old Interests ("Certificate No. 4"), a copy of which is attached hereto, and issue new Certificate No. 5 of the Company to Beal Bank, as the new member of the Company, representing the New Interests (the "New Certificate"), in each case substantially in the form attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Cancellation, the New Certificate and the Issuance, as applicable, and the consummation of the transactions contemplated thereby (as applicable) be, and hereby are, approved and adopted in all respects, and the execution, delivery and/or the filing of Certificate No. 5 and any other documents or instruments in connection with Cancellation and/or the Issuance, and the performance by the Company of its obligations thereunder be, and hereby are, approved, adopted and ratified in all respects and that [●], the Company's Chief Executive Officer is hereby appointed and instructed to take all and

any actions necessary or advisable, including the execution and delivery of one or more documents or instruments, to effect the consummation of the transactions contemplated thereby; and it is further

RESOLVED, that the Second Amended and Restated Limited Liability Company Agreement of the Company, dated as of April 28, 2014, including Schedule 1 thereof, be amended to reflect the Cancellation, the New Certificate and the Issuance, as of the Effective Time (as defined in Annex A to the RSA); and it is further

RESOLVED, that this written consent may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one consent; and it is further

RESOLVED, that this written consent may be delivered by facsimile transmission or by portable document format (PDF) via electronic mail, with the same effect as the delivery of an originally executed counterpart in person; and it is further

RESOLVED, that a copy of these resolutions be inserted in the minute book of the Company and shall become part of the records of the Company.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned being the sole Member of the Company has executed this Written Consent as of the date first written above.

SOLE MEMBER:

New MACH Gen, LLC

By:_____
Name:
Title:

Exhibit A

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED OR SOLD, UNLESS IT HAS BEEN REGISTERED UNDER THE SECURITIES ACT OR UNLESS THE EXEMPTION FROM REGISTRATION IS AVAILABLE. THIS SECURITY IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF NEW HARQUAHALA GENERATING COMPANY, LLC (THE "COMPANY") DATED AS OF APRIL 28, 2014, AS MAY BE AMENDED OR AMENDED AND RESTATED FROM TIME TO TIME (THE "AGREEMENT"). A COPY OF THE AGREEMENT MAY BE OBTAINED FROM THE COMPANY AT ITS PRINCIPAL OFFICE.

NUMBER	NEW HARQUAHALA GENERATING COMPANY, LLC	UNITS
5	FORMED UNDER THE LAWS OF THE STATE OF DELAWARE	100

THAT CERTIFIES THAT

[BEAL BANK USA OR ITS DESIGNEE][1]

IS THE OWNER OF 100 FULLY PAID AND NONASSESABLE MEMBERSHIP UNITS

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE IS A SECURITY WITHIN THE MEANING OF AND GOVERNED BY ARTICLE 8 OF THE DELAWARE UNIFORM COMMERCIAL CODE

Dated:_____

_____

[●], Chief Executive Officer

[1] Legal name of applicable new owner to be inserted.

EXHIBIT C

FORM OF RESIGNATION

[*See attached*]

[●], 2018

New Harquahala Generating Company, LLC[1]
[●]
[●]

Re: Resignation

Ladies and Gentlemen:

I hereby voluntarily resign from any and all officer, director and manager positions I hold with New Harquahala Generating Company, LLC, effective as of the date hereof.

[*Signature page follows*]

[1] Note: To be delivered by all directors, officers and managers of New Harquahala Generating Company, LLC on the Effective Date.

Very truly yours,

_____

[●]

[Signature Page to Resignation Letter - [●]]

SCHEDULE 1.1(a)
HARQUAHALA ASSETS

The major equipment incorporated into the Harquahala Facility includes three combustion turbines ("CTs"), three heat recovery steam generators ("HRSGs"), and three steam turbines ("STs") configured in three lx1x1 combined-cycle trains. Other major equipment includes three generator step-up ("GSU") transformers and two cooling towers.

The Harquahala Facility includes three Siemens Energy ("SE") SGT6-6000G CTs. Each of the CTs is rated at 244 MW while operating at ISO conditions. Each of the CTs is supplied with dry low-NO_x ("DLN") combustors designed to reduce the formation of NOx, steam injection for power augmentation ("PA"), and fires only natural gas.

Each of the Harquahala Facility's CTs exhaust hot combustion gases (at approximately 1,100°F) into a three-pressure, natural circulation HRSG, supplied by NEM. Each of the HRSGs sends approximately 470,000 lb/hr of high pressure ("HP") steam (1,727 psia at 1,054°F) to an ST to produce power. Approximately, 624,000 lb/hr of hot reheat steam and intermediate pressure ("IP") steam from each HRSG at 397 psia and 1,045°F is directed to the ST IP inlet. Low pressure ("LP") steam production from each HRSG provides approximately 73,000 lb/hr of 55 psia, 518°F steam to the ST LP inlet.

Each ST is an SE, two-casing, HP combined LP/IP, axial exhaust, condensing reheat turbine designed for triple inlet pressures and nominally rated at 126 MW. Exhaust steam from the ST is directed to dual two-pass condensers. Two mechanical draft cooling towers remove the waste heat in each of the three condensers and discharge it to the atmosphere. Condensate is delivered from the condenser hot well to each HRSG LP feedwater inlet via one 100 percent capacity condensate pump. Each HRSG is provided with one 100 percent boiler feedwater pump which supplies HP inlet feedwater and IP inlet feedwater.

New Harquahala has contracted to receive raw water for cooling tower make-up, steam cycle make-up and other process uses under an agreement with the Central Arizona Water Conservation District ("CAWCD") for the delivery of excess Central Arizona Project raw Colorado River water. Five on-site wells provide an additional source for 100 percent of the Harquahala Facility's make-up water requirements.

The demineralized water system consists of multimedia filters followed by a skid-mounted reserve osmosis ("RO") system with mixed bed demineralizers. Domestic water is provided from a dedicated well and water treatment system.

Sanitary wastewater is treated on site in a septic system. The Harquahala Facility is equipped with a zero liquid discharge system for the treatment of cooling tower blowdown and demineralized water system discharges. The zero liquid discharge system influent flow is treated in two parallel treatment trains that incorporate clarifiers, thickeners, filters, an RO system and evaporators. Solids from the clarifiers are thickened, filtered and shipped off site for disposal. A portion of the clarifier liquid discharge is returned to the cooling tower and the remainder flows

to polishing filters and then the RO system. RO system rejects are treated to remove the remaining solids which are shipped for off-site disposal.

A 16-inch natural gas pipeline lateral, approximately 6.5 miles in length, connects to one intrastate pipeline to provide fuel to the Harquahala Facility. The interconnection is capable of maintaining a minimum delivery pressure of 585 psig and a peak throughput sufficient to support maximum consumption required by the Harquahala Facility. The pipeline is owned by El Paso Natural Gas Company. Four 33 percent capacity gas compressors are also installed to increase gas pressure in the event of low pipeline pressure.

In addition to the CT DLN combustors, each HRSG is designed with a selective catalytic reduction ("SCR") system for control of NO_X and an oxidation catalyst for the control of carbon monoxide ("CO"). The original SCR fill supplied by Hitachi Zosen was replaced by a more high performance fill supplied by Haldor Topsoe on all three units. A continuous emissions monitoring system ("CEMS") is installed for each HRSG stack to measure emissions in accordance with Title 40 CFR Parts 60 and 75 and to generate reports in accordance with the permit requirements. The CEMS is a fully functional system including sample probes, conditioning, lines, analyzers, connections, regulators, gauges, valves, and calibration systems.

The Harquahala Facility includes three CT generators and three ST generators, which are all synchronous, three-phase units operating at 60 Hz. The CT and the ST units generate electricity at 16 kV and 13.8 kV, respectively. The CT generators are hydrogen cooled and the ST generators are air cooled. Three three-winding GSU transformers (one per train) are used to increase the voltage level from each train's CT generator and ST generator to 500 kV. Each GSU transformer is connected separately via an overhead circuit to the on-site switchyard which is configured as a four-circuit breaker, ring bus, including a position for a transmission line.

Start-up power is back-fed from the transmission system and the on-site switchyard via three station auxiliary power transformers, each connected between one of the CT generator breakers and its respective GSU transformer. The auxiliary power required during normal operation is provided by the CTs. Black-start capability is not provided; however, a 1,500 kW diesel generator is also provided to support essential loads in the event of a complete power failure. New Harquahala has replaced the main plant control system and a SE TXP DCS with a SE T-3000 DCS.

The electrical interconnection facilities designed and built for the Harquahala Facility include the Harquahala Substation and the 22 miles of 500 kV transmission line from the Harquahala switchyard to the Hassayampa switchyard. The Harquahala Substation and 22-mile transmission line is owned, operated, and maintained by New Harquahala.

New MACH Gen shall provide Beal Bank, within thirty (30) days after the RSA Effective Date, a true, correct and complete list of all the assets comprising the Harquahala Facility and all other associated assets as of the RSA Effective Date, which list shall be acceptable to and approved by Beal Bank, to the extent such assets are not otherwise listed in this Schedule 1.1(a), including without limitation, all fixtures and improvements located on the New Harquahala Facility Site, all water wells (registered and unregistered) on the New Harquahala Facility Site, and all other

electrical interconnection and metering facilities, equipment, machinery, capital and other spare parts, tools, furniture, office equipment, computer hardware, supplies, materials, vehicles and other items of tangible personal property located on (or in transit to or from) the New Harquahala Facility Site or used by New MACH Gen or its Affiliates in connection with the operation and maintenance of the Harquahala Facility, and such list acceptable to and approved by Beal Bank shall be incorporated by reference into this Schedule 1.1(a) as if fully set forth herein.

SCHEDULE 1.1(b)
KNOWLEDGE

1. John Chesser
2. Dale Lebsack
3. Tony Diemel

SCHEDULE 1.1(c)
PERMITTED LIENS

1. Rights, interests or claims that may exist and reasonably would be disclosed by inspection of the following surveys, which are hereby incorporated by reference as if fully set forth herein:

    a. A.L.T.A./A.C.S.M. Land Title Survey, Harquahala Generating Plant, New Harquahala Generating Company, Maricopa County, Arizona, dated October 16, 2012, consisting of 11 Sheets, by Cardno WRG

    b. A.L.T.A. / A.C.S.M. Land Title Survey, Part of the West ½, Sec. 9, T.-1S., R.-6W., G & S.R.B. & M., Maricopa County, Arizona, dated 09/10, consisting of 1 Sheet, by K-West Surveying, Inc.

2. Liens set forth in Schedule B, Part II – Exceptions, of the Commitment for Title Insurance dated April 9, 2018 (Order No. 9206707-ML), which is hereby incorporated by reference as if fully set forth herein, other than item A, numbered items 111, 112 and 113 set forth therein (except that any matters contemplated by items 111 or 113 shall be deemed to have been set forth herein if and to the extent that Beal Bank shall have received (i) in the case of matters contemplated by item 111, an updated Commitment for Title Insurance within ten (10) days of the RSA Effective Date setting forth such matters from an inspection of the records found in State of Arizona, State Land Department, which updated commitment and such matters disclosed therein are reasonably satisfactory to Beal Bank, or (ii) in the case of matters contemplated by item 113, a new survey within forty-five (45) days of the RSA Effective Date, which survey and any matters therein not disclosed in the surveys described in Item 1 above are reasonably satisfactory to Beal Bank).

3. Each of the following:

Debtor	Jurisdiction	Lien	UCC Financing Statement/ Amendment/ Termination	Date Filed	Secured Party	Collateral Description
New Harquahala Generating Company, LLC	Delaware Secretary Of State	UCC	20141660943	4/28/2014	CLMG Corp, as First Lien Collateral Agent	All debtor's right, title, interest in and to all of the assets of the debtor, whether now owned or hereafter acquired, and all proceeds thereof
New Harquahala Generating Company,	Delaware Secretary Of State	UCC	20141660976	4/28/2014	CLMG Corp, as First Lien Collateral	All debtor's right, title, interest in and to all of the assets of the

LLC					Agent	debtor, whether now owned or hereafter acquired, and all proceeds thereof

SCHEDULE 2.3(b)
MACH GEN CONSENTS

None.

SCHEDULE 2.3(d)
MACH GEN GOVERNMENTAL APPROVALS

1. Authorization by FERC for the Reorganized New Harquahala Transfer pursuant to Section 203 of the Federal Power Act.

2. Approval for an Assignment of Authorization or Transfer of Control (FCC Form 603) with respect to the FCC Radio Station Authorizations set forth as items 11-15 on Schedule 2.4.

SCHEDULE 2.4
PERMITS

1. Arizona Corporation Commission Power Plant & Transmission Line Siting Committee, Certificate of Environmental Compatibility, approved June 13, 2000, amended November 3, 2000, amended January 8, 2003.

2. Maricopa County Air Quality District, Prevention of Significant Deterioration (PSD)/ Title V Permit # V99-015, obtained February 15, 2001, renewed December 27, 2011 and April 11, 2017, expires April 30, 2022.

3. Arizona Aquifer Protection Permit #P-104190, approved 7/8/2010 with no expiration.

4. Maricopa County Environmental Services Department Drinking Water Permit to Operate #DW-00330 [07518]), expiration 12/31/2018

5. Maricopa County Environmental Services Department Authorization to Discharge Under a General Aquifer Protection Permit #11261. Issued 3/25/2002, no expiration.

6. Maricopa County Planning and Development, Amendment of Comprehensive Plan Land Use Designation, approved August 9, 2000.

7. Maricopa County Planning and Development, Special Use Permit to Allow Power Plant in a Rural-43 District, #Z2000049, issued August 9, 2000, expires 40 years from date of approval.

8. FERC, FPA Section 204 blanket approval for issuance of securities and assumption of liabilities.

9. FERC, FPA Section 205 market-based rates authorization.

10. FERC, certification by New Harquahala of EWG status, as determined under 18 CFR Part 366 and as set forth in a FERC Order issued in 2003.

11. FCC Radio Station Authorization, FCC Registration No. 0009404625, call Sign WPXJ490, grant date: April 16, 2003, effective Nov 06, 2003, expiration date: April 16, 2023. (Plant Radios).

12. FCC Radio Station Authorization FCC Registration No. 0021663364, call Sign WPVA462, grant date: April 17, 2012, effective date: June 6, 2022. (Plant Radios).

13. FCC Radio Station Authorization, FCC Registration No. 0021663364, call Sign WPVA463, grant date: April 17, 2012, effective date: April 17, 2012, expiration date: June 7, 2022. (Transmission Line/ Switchyard Microwave).

14. FCC Radio Station Authorization, FCC Registration No. 0021663364, call Sign WPVA496, grant date: April 17, 2012, effective date: April 17, 2012, expiration date: June 8, 2022. (Transmission Line/ Switchyard Microwave).

15. FCC Radio Station Authorization, FCC Registration No. 0021663364, call Sign WPVA893, grant date: April 17, 2012, effective date: April 17, 2012, expiration date: June 10, 2022. (Transmission Line/ Switchyard Microwave).

16. Each of the following:

NERC Active Compliance Registry Matrix as of 09/07/2017							
NCR ID#	**Entity Name**	**Regional Compliance Enforcement Authority**	**Jurisdiction**	**BA**	**DP**	**GO**	**GOP**
NCR05263	New Harquahala Generating Company, LLC	WECC	**United States**			GO (06/17/2007)	GOP (06/17/2007)
NCR02552	New Harquahala Generating Company, LLC - HGBA	WECC	**United States**	BA (09/12/2007)			

17. Each of the following:

ADWR Well Registration No.	Plant Well Nickname	Use/Comments
578408	NA	Monitoring
584251	1	Production - Industrial
584891	2	Production - Industrial
586705	NA	Abandoned
587080	3	Production - Industrial
591826	4	Production - Industrial
591829	5	Production - Industrial
593320	NA	Production – Utility (Water Co)
612555	NA	Production - Irrigation
612556	NA	Production - Irrigation
612560	NA	Production - Irrigation

- Three irrigation wells above were registered and previous irrigation rights grandfathered. See the following additional documents separately provided to Beal Bank:
  - 612555_irrigation-authority.PDF
  - 612556_irrigation-authority.PDF
  - 612560_irrigation-authority.PDF

18. Notice of Irrigation Authority from the State of Arizona Department of Water Resources granted on June 26, 2006.
19. Each of the Following:

Certificate of operation	NB Number	Jurisdiction No.	Inspection Date	Expires
HRSG 1	1552	AZ018015	2/8/18	2/7/19
HRSG 2	1553	AZ018016	2/8/18	2/7/19
HRSG 3	1554	AZ018017	2/8/18	2/7/19

- Actual copies of the Boiler Certificates of Operation have not yet been received. The Arise letter serves as a certificate until they arrive. (see ARISE HRSG Inspection 2-8-18.PDF separately provided to Beal Bank)

SCHEDULE 2.5
COMPLIANCE WITH LAWS AND ORDERS

None.

SCHEDULE 2.6
ENVIRONMENTAL MATTERS

None.

SCHEDULE 2.7(a)
HARQUAHALA ASSETS

1. The Harquahala Facility is operated by NAES Corporation ("NAES") as an independent contractor of New Harquahala. Employees of NAES use, occupy and control entry to the New Harquahala Facility Site in accordance with the operation and maintenance agreement between NAES and New Harquahala.

2. Surface Lease Agreement, dated as of January 1, 2014, by and between New Harquahala and The Accomazzo Company (as assignee of Legacy Farming Company).

SCHEDULE 2.8
MATERIAL CONTRACTS

(a)

[*See attached*]

(b)

None.

PO No.	Status	Order Date	Vendor ID	Purchase Order Description	Total Cost
HQB16002	Open	5/23/2016	Desert Golf (Suncor)	4 Year lease on Carts update only 27 remaining payments	67,739
HQB17002	Open	1/16/2017	Praxair	Hydrogen, Bulk Gas, Equipment Rental tube Trailer, Telemetry Unit, Delivery Charge Per Trip	7,500
HQB17003	Open	1/16/2017	Praxair	Bulk Carbon Dioxide & Rental for sytem	5,000
HQB17004	Open	1/16/2017	Purtec	Rental Agreement- PF44X Flowmax 45m bed tank & Flowmax 45m Power Low Silica tank	25,000
HQB17006	Open	1/16/2017	WW Williams	Quarterly & Annual Services, extra repairs for 1500 Generator	5,569
HQB17009	Open	2/28/2017	WD Manor	Service Various HVAC'S - 9 months @2,085.00	18,765
HQB17010	Open	3/7/2017	Fastenal	Safety Vending Machines	6,481
HQ13150	Open	11/13/2017	MYTEK	SOFTWARE RENEWAL OFFICE 365 $72 a month (9) and Monthly Butler Service(9) @$1,777 ea	16,641
HQ13176	Open	1/19/2018	AMERICAN FIRE	Repair FM200 Panel	4,385
HQ13178	Open	2/8/2018	DC SAMPLING	Water Testing	3,675
HQ13182	Open	2/14/2018	Atomic Pest Control	Monthly PO Pest control services 12@550.00	4,950
HQ13185	Open	3/1/2018	Arlington Sales and Rental	Inspection Services 3quarterly and 1 annual inspection to be billed quarterly	2,743
HQ13186	Open	3/1/2018	Super Dope	Landscaping 6 months of service @550.00	2,200
HQ13190	Open	3/14/2018	Envirnex	SCR Catalyst Testing	7,000
HQ13192	Open	3/26/2018	Phoenix Pump	Wet Down System	3,482
HQ13194	Open	3/28/2018	Caltrol	Inspections on valves for unit 2	4,181

HQ13199	Open	4/9/2018	Midwest Cooling Towers	Cooling tower riser work and Fiberglass wrap kit	9,400
HQ13201	Open	4/23/2018	W.D Manor	Maintenane Building A/C repair	2,000
HQ13202	Open	4/24/2018	Safety Compliance Services Inc	Confined Space Rescue Training	900
HQ13204	Open	4/25/2018	Willing Pump & Supply	Annual Inspections for the diesel fire pumps	11,646
HQ13205	Open	5/2/2018	Automation Interface LTD	PanelMate1785T Repair	2,749
HQ13207	Open	5/3/2018	Duras Industrial	Welding Services HRSG Blowdown Sump Pump	2,739
HQ13208	Open	5/11/2018	Safeway Services	NOT ISSED YET - Scaffolding Services	3,332
HQ13209	Open	5/16/2018	Arlington Sales and Rental	Crane Training	2,000

Contract Counter-Party	Contract Description	Date of Contract	Amendments, Supplements, Modifications
AmeriPride Services Inc.	Rental Service Agreement	1/3/2014	Amended 3/23/15
Arizona Public Service Company	Electrical Supply Agreement	9/11/2002	
Atlas Copco Compressors LLC	Service Plan Agreement	2/22/2016	
ATS/PCS, LLC	License Agreement Burnt Mt, AZ	5/10/2002	
Central Arizona Water Conservation District	Agreement for the Delivery of Excess Central Arizona Project Water	5/21/2004	
EDF Energy Services, LLC	Energy Management Agreement, Confirmation Letter, ISDA Master Agreement and EDF Trading Limited Guarantee (including all Schedules, Credit Support Annexes, and other supplements attached thereto)	6/8/2017	First Lien Consent and Agreement, dated as of June 8, 2017; Transaction Confirmation dated April 25, 2018.
El Paso Natural Gas Company	Operational Balancing Agreement	2/28/2003	
El Paso Natural Gas Company	Right of Way and Easement Agreement	2/25/2002	
El Paso Natural Gas Company	Letter Agreement	11/27/2000	
eLogger	eLogger Maintenance Agreement	2/14/2018	
Fastenal Automated Supply Technology	Fast Solutions Vending Agreement	11/4/2016	
Gridforce Energy Management, LLC	Transmission Owner/Operator Services Agreement	5/5/2008	Extended/Amended per letter agreement 4/11/11, 12/12/12,10/29/13,9/14/15,12/29/16,9/27/17,1/30/18,2/27/18,4/25/18
Gridforce Energy Management, LLC	Control Area Services Agreement	9/12/2003	Extended/Amended per letter agreement 4/11/11, 12/12/12,10/29/13,9/14/15,12/29/16,9/27/17,1/30/18,2/27/18,4/25/18
GTT Communications, Inc.	Service Order Agreement	6/28/2017	
Harquahala Valley Irrigation District	Water Delivery Agreement	7/11/2000	
Harquahala Valley Irrigation District; Harquahala Valley Power District	Water Protection Agreement	7/11/2000	
Jacquelyn C. Accomazzo	Assignment of Water Rights and Rights in HVID System	2/13/2001	
Legacy Farming Company	Surface Lease Agreement	1/1/2014	Assigned to The Accomozzo Company per 1/1/15 assignment agreement
Multiple Parties	ANPP Hassayampa Switchyard Interconnection Agreement	11/1/2001	
Mytek Network Solutions	Managed Service and Software Agreement	4/10/2018	
NAES Corporation	Second Amended and Restated Operation and Maintenance Agreement	1/1/2014	Amended 3/1/15 & Extended 9/14/15, 12/28/16,12/22/17. First Lien Consent Agreement, dated as of April 28, 2014.

New MACH Gen, LLC	Second Amended and Restated Limited Liability Company Agreement	4/28/2014	
Peak Reliability, Inc.	Reliability Coordinator Funding Agreement	7/30/2015	
Praxair Distribution, Inc.	Product Supply Agreement	9/21/2010	Riders: 9/21/10; 4/10/14; 10/30/15
Salt River Project Agricultural Improvement and Power District	Transmission Line Maintenance Change Order / Maintenance Request (Tower Rental Agreement) (governed by the Maintenance Work of the Tie-Line and Switchyard agreement dated 3/29/2005)	5/2/2018	
Salt River Project Agricultural Improvement and Power District	Agreement for Maintenance Work of the Tie-Line and Switchyard	3/29/2005	Tower Rental Agreement, dated 5/2/18
Siemens Energy, Inc.	Amended and Restated Term Warranty Contract	9/28/2017	First Lien Consent and Agreement, dated as of April 28, 2014.
Siemens Energy, Inc.	SPPA-T3000 Life Cycle Maintenance Program (LCMP)	9/1/2013	Related Purchase Orders dated 8/29/13
SiteHawk, LLC	SiteHawk Communicator Subscription and Management	5/1/2017	Renewal in process
Southern California Edison Company	License Agreement	2/13/2001	
Southwest Reserve Sharing Group	Amended and Restated Southwest Reserve Sharing Group Participation Agreement	6/28/2017	6/13/16: change in representation from New Harquahala to Talen Energy Marketing, LLC; 5/30/18: change in representation from Talen Energy Marketing, LLC to New Harquahala
Stilwell & Associates of the USA, Inc.	Software Maintenance Agreement - TagLink MSS	4/20/2010	
United States Department of the Interior, Bureau of Land Management	Right of Way Agreement	1/24/2001	
Various Participants, Interconnectors and the Project Manager	Tax Indemnity Agreement	5/2/2005	Addendum dated 3/1/2009
Verizon	Wireless Service Agreement	10/31/2017	
Western Electricity Coordinating Council	Interchange Authority Agreement	12/23/2008	
Wilson Utility Construction Co.	Confidentiality and Non-Disclosure Agreement	10/20/2017	

* For the avoidance of doubt: (1) New Harquahala is a party to that certain First Lien Credit and Guaranty Agreement, dated as of April 28, 2014 (as amended, restated, modified or supplemented), among New MACH Gen, the Guarantors party thereto, CLMG Corp., as First Lien Collateral Agent (as defined therein) and Administrative Agent (as defined therein), and the Lender Parties (as defined therein) party thereto, and related agreements, and (2) Contracts that are identified or otherwise set forth in Schedule A of the title commitment are hereby incorporated by reference as if fully set forth herein.

SCHEDULE 2.9
LEGAL PROCEEDINGS

1. As of the RSA Effective Date: None.

2. As of the Effective Date: Any Proceedings arising during the Interim Period that are accounted for in the disputed claim reserve and funded to the maximum extent by New MACH Gen with respect to any potential loss or liability, in accordance with the Plan.

The Parties agree that the disclosure in Item 2 of this Schedule 2.9 is included solely for the purpose of ensuring that there is no double recovery for losses fully covered under the disputed claim reserve and pursuant to the indemnification provisions of Article 7 of Annex A. The disclosure in Item 2 of this Schedule 2.9 shall have no effect on the representations and warranties of the Parties, the conditions to the effectiveness of the Plan set forth in Article 5 of Annex A or any other rights or obligations of the Parties under Annex A other than to avoid such double recovery.

SCHEDULE 2.10

CONDITION OF ASSETS

[OMITTED]

SCHEDULE 2.11

TAX MATTERS

[OMITTED]

SCHEDULE 2.13
TRANSFERRED INTELLECTUAL PROPERTY

(a) None.

(b)

1. The T-3000 license granted in connection with the Siemens LCMP (Life Cycle Maintenance Program).

2. Each of the following:

Product Number	Description	Department	Contact
EU11009	SAGE 100 ADVANCED ERP	Accounting	Bennett Porter
G9NCLUPR	Sage 100 ADV Payroll Unlim Empl	Accounting	Bennett Porter
G9NCLLM16ADDL	SAGE 100 ADV LM 2016 AU	Accounting	Bennett Porter
G9NCLLM	MAS 200 LIBRARY MASTER (Ver4.5	Accounting	Bennett Porter
G9NCLIN	MAS 200 SYSTEM SETUP (Ver4.50)	Accounting	Bennett Porter
G9NCLINUSR	SAGE 100 ADV ERP USER LICENSE	Accounting	Bennett Porter
G9NCLGL	MAS 200 GENERAL LEDGER (Ver4.5	Accounting	Bennett Porter
G9WCLRG	INTELLIGENCE REPORT MGR (Ver4.	Accounting	Bennett Porter
G9NCLAP	MAS 200 ACCOUNTS PAYABLE (Ver4	Accounting	Bennett Porter
G9NCLAR	MAS 200 ACCOUNTS RECEIVABLE (V	Accounting	Bennett Porter
G9NCLBR	MAS 200 BANK RECONCILIATION (V	Accounting	Bennett Porter
G9N1LCM	MAS 200 Custom Office	Accounting	Bennett Porter
G9WCLFL	MAS 90 FAS LINK (Ver4.50)	Accounting	Bennett Porter
G9NCLDD	MAS 200 DIRECT DEPOSIT (Ver4.5	Accounting	Bennett Porter
G9WCLCRM	SAGE 100 ERP SAGE CRM SERVER	Accounting	Bennett Porter
G9WCLNUSR	SAGE 100 ERP SAGE CRM NAMED USER	Accounting	Bennett Porter
G9WCLBS	BUSINESS ALERTS SELECT (Ver4.2	Accounting	Bennett Porter
	Microsoft Office	Microsoft Office	MYTEK
	IT Support & Monitoring	Network/Communications	MYTEK
PN-C40551	RSLogix 500 Standard Edition Software	Network/Communications	Border States
PN-C40592	RSNetwork for Controlnet	Network/Communications	Border States
PN-C40592	RSNetwork for Controlnet	Network/Communications	Border States
PN-C40446	Studio 5000 Standard Edition Software	Network/Communications	Border States
PN-C40595	RSNetwork for DeviceNet	Network/Communications	Border States
PN-C41747	FT View Studio for ME En sfw	Network/Communications	Border States
PN-C40755	RSNetwork for Ethernet/IP	Network/Communications	Border States
PN-C40515	RSLogix Emulate 5000	Network/Communications	Border States
9324-RLD700ENE	Studio 500 Pro, Replaced W/9324-RLD 700	Network/Communications	Border States
PN-C40604	RSLogix Architect Software	Network/Communications	Border States
9355-WABENE	RSLINX Classic Professional - English	Network/Communications	Border States
9355-WABENE	RSLINX Classic Professional - English	Network/Communications	Border States
9355-WABENE	RSLINX Classic Professional - English	Network/Communications	Border States
PN-C40651	RSLinx Classic Single Node Software	Network/Communications	Border States
PN-C40094	PanelView Accessory	Network/Communications	Border States
PN-C440446	Studio 5000 Standard Edition Software	Network/Communications	Border States
	DAHS PC	CEMS/DAHS	Cisco
	CeDAR 5 software	CEMS/DAHS	Cisco
	breez75x software	CEMS/DAHS	Cisco
	PLC Programming software	CEMS/DAHS	Cisco

(c)

None.

(d)

1. Certain OSIsoft products and services are provided to New Harquahala pursuant to a license agreement between OSIsoft, LLC and/or its affiliates and Talen Energy Supply, LLC.

SCHEDULE 2.14
BROKERS

None.

SCHEDULE 2.15

INSURANCE

[OMITTED]

SCHEDULE 2.16

SUFFICIENCY OF ASSETS

[OMITTED]

SCHEDULE 2.17

ABSENCE OF CHANGES

[OMITTED]

SCHEDULE 2.20

WATER

[OMITTED]

SCHEDULE 2.21
CAPITALIZATION

(a)

Capitalization of New Harquahala Generating Company, LLC as of the RSA Effective Date:

Owner	Issuer	Certificate Numbers	Number of Units	Percentage of Outstanding Membership Interests
New MACH Gen, LLC	New Harquahala Generating Company, LLC	4	100	100.0%

(b)

Capitalization of Reorganized New Harquahala at the Effective Time:

Owner	Issuer	Certificate Numbers	Number of Units	Percentage of Outstanding Membership Interests
Beal Bank USA or its designee	New Harquahala Generating Company, LLC	5	100	100%

Beal Bank USA's designee is expected to be its following affiliate: Harquahala Energy LLC.

SCHEDULE 2.22
AFFILIATE TRANSACTIONS

1. Any amounts recoverable by Talen Energy Marketing, LLC ("TEM") or its Affiliates pursuant to audit rights available under Section 6.4 of the Power Sales and Energy Management Agreement, dated May 16, 2016 between New Harquahala and TEM (collectively, the "Audit Rights and Recoverable Amounts"). Without limiting the foregoing, TEM identified an error that will require New Harquahala to make a cash payment to TEM (the "TEM Payment") in an amount not exceeding $465,633.26. For the avoidance of doubt, (a) such TEM Payment is expressly included in the O&M Expenses payable by the First Lien Lenders (as defined in the Plan) pursuant to Article V.E. of the Plan and shall be deducted from the $3 million cap set forth therein, and (b) the Audit Rights and Recoverable Amounts shall be terminated and extinguished in accordance with the Plan, other than the TEM Payment.

2. Any Excluded G&A Services (as defined in the Amended and Restated Credit Agreement), for which no payment is or shall be due from New Harquahala or Reorganized New Harquahala to New MACH Gen and its Affiliates (other than New Harquahala or Reorganized New Harquahala), pursuant to and in accordance with the terms and conditions of the Amended and Restated Credit Agreement.

SCHEDULE 3.3
BEAL BANK GOVERNMENTAL APPROVALS

1. Authorization by FERC for the Reorganized New Harquahala Transfer pursuant to Section 203 of the Federal Power Act.

2. Approval for an Assignment of Authorization or Transfer of Control (FCC Form 603) with respect to the FCC Radio Station Authorizations set forth as items 11-15 on Schedule 2.4.

3. Notice of change in status in New Harquahala's market-based rate docket with FERC, to be filed at FERC within 30 days after the date of the Reorganized New Harquahala Transfer*

4. Notice of change of control to be provided after the Reorganized New Harquahala Transfer to the United States Bureau of Land Management ("BLM") with respect to each right of way, easement or other real property interest granted for the benefit of the Harquahala Facility by BLM.*

* Items 3 and 4 are post-Closing notices.

SCHEDULE 4.3

PROCEDURES FOR NON-OPERATIONAL MODE; CERTAIN RESTRICTIONS

[OMITTED]

SCHEDULE 4.4(e)

TAX ALLOCATION

[OMITTED]

SCHEDULE 4.6

SUPPORT OBLIGATIONS

[OMITTED]

SCHEDULE 5.4
CONSENTS AND APPROVALS

MACH Gen Consents

1. None.

MACH Gen Governmental Approvals

1. Authorization by FERC for the Reorganized New Harquahala Transfer pursuant to Section 203 of the Federal Power Act.

2. Approval for an Assignment of Authorization or Transfer of Control (FCC Form 603) with respect to the FCC Radio Station Authorizations set forth as items 11-15 on Schedule 2.4.

Beal Bank Governmental Approvals

1. Authorization by FERC for the Reorganized New Harquahala Transfer pursuant to Section 203 of the Federal Power Act.

2. Approval for an Assignment of Authorization or Transfer of Control (FCC Form 603) with respect to the FCC Radio Station Authorizations set forth as items 11-15 on Schedule 2.4.

SCHEDULE 5.6

PERFORMANCE TEST

[OMITTED]

SCHEDULE 6.4
CONSENTS AND APPROVALS

MACH Gen Consents

1. None.

MACH Gen Governmental Approvals

1. Authorization by FERC for the Reorganized New Harquahala Transfer pursuant to Section 203 of the Federal Power Act.

2. Approval for an Assignment of Authorization or Transfer of Control (FCC Form 603) with respect to the FCC Radio Station Authorizations set forth as items 11-15 on Schedule 2.4.

Beal Bank Governmental Approvals

1. Authorization by FERC for the Reorganized New Harquahala Transfer pursuant to Section 203 of the Federal Power Act.

2. Approval for an Assignment of Authorization or Transfer of Control (FCC Form 603) with respect to the FCC Radio Station Authorizations set forth as items 11-15 on Schedule 2.4.

EXHIBIT B

Restructuring Support Agreement

Execution Copy

THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER OR A SOLICITATION WITH RESPECT TO ANY SECURITIES OF ANY MACH GEN ENTITY OR A SOLICITATION OF VOTES WITH RESPECT TO A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. NOTHING HEREIN SHALL BE DEEMED TO BE THE SOLICITATION OF AN ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE.

Dated June 4, 2018

Restructuring Support Agreement

between and among

New MACH Gen, LLC
as the Company

The Consenting Equity Holders
as defined herein

The Consenting Lenders
as defined herein

and others

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ANNEXES

A Harquahala Reorganization Annex

SCHEDULES

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EXHIBITS

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P	New Second Lien Security Documents	
Q	Form of Confirmation Order	
R	Form of Transferee Joinder	
S	Claims and Interests of Restructuring Support Parties	
T	Budget	

This Restructuring Support Agreement (together with the annexes, exhibits and schedules attached hereto (collectively, the "Exhibits and Schedules"), as each may be amended, amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms hereof, this "Agreement"), dated as of June 4, 2018, is entered into by and among: (i) New MACH Gen, LLC (the "Company"), and the Company's subsidiaries MACH Gen GP, LLC ("MACH Gen GP"), Millennium Power Partners, L.P. ("MPP"), New Athens Generating Company, LLC ("New Athens"), and New Harquahala Generating Company, LLC ("New Harq" and, together with MACH Gen GP, MPP, New Athens and the Company, each a "MACH Gen Entity" and, collectively, the "MACH Gen Entities"), (ii) the holders of Equity Interests (as defined herein) that are (and any holder that may become in accordance with Section 16 hereof) signatories hereto (collectively, the "Consenting Equity Holders"), and (iii) the holders of the First Lien Claims[1] that are (and any holder that may become in accordance with Section 16 hereof) signatories hereto (collectively, the "Consenting Lenders" and, together with the Consenting Equity Holders, the "Restructuring Support Parties"). This Agreement collectively refers to the MACH Gen Entities and the Restructuring Support Parties as the "Parties" and each individually as a "Party." In addition, (1) the provisions of this Agreement regarding the New Second Lien Facility, Talen/Company Walkaway, First Lien Step-In Right, and subordination of Tax Allocation Claims (as such terms are defined below), including, without limitation, Sections 4, 6, 7, 8, 15, 21(c) and 25, are agreed and acknowledged by Talen Investment Corporation ("Talen Lender") and (2) the provisions of this Agreement regarding the New LC Support Agreement, Talen/Company Walkaway, First Lien Step-In Right and subordination of Tax Allocation Claims, including, without limitation, Sections 4, 6, 7, 8, 15, 21(c) and 25, are agreed and acknowledged by Talen Energy Supply, LLC ("Talen LC Provider," and together with Talen Lender, the "Talen Entities"), in each case in reliance on Section 25(b) hereof.

RECITALS

WHEREAS, the Company, as borrower, is a party to that certain $681,984,285 First Lien Credit and Guaranty Agreement, dated as of April 28, 2014 (as previously amended, amended and restated, supplemented or otherwise modified from time to time (the "Existing First Lien Credit Agreement"), and as amended by that certain Amended and Restated First Lien Credit and Guaranty Agreement, dated as of the date hereof and attached hereto as Exhibit A entered into concurrently with this Agreement (the "Prepetition Amendment"); the Existing First Lien Credit Agreement, together with the Prepetition Amendment, and, if applicable, the Emergency Loan Amendment (as defined below), the "Prepetition First Lien Credit Agreement," among the MACH Gen Entities, the Consenting Lenders, and CLMG Corp., in its capacity as administrative agent and collateral agent, pursuant to which the Consenting Lenders advanced Term B Loans, Revolving Credit Loans and Revolving Letter of Credit Loans (each as defined in Prepetition First Lien Credit Agreement, the "Loans") to the MACH Gen Entities (all amounts outstanding in respect of the Loans, together with all other Obligations (as defined in the Prepetition First Lien Credit Agreement), the "Prepetition First Lien Obligations");

WHEREAS, the Parties have engaged in good faith, arm's-length negotiations regarding a restructuring transaction, pursuant to which, among other things, the Parties have agreed to the terms of the Harquahala Reorganization (as defined below) and a restructuring of the Prepetition First Lien Obligations, pursuant to the terms and conditions set forth in this Agreement (the Harquahala Reorganization and such restructuring of the Prepetition First Lien Obligations together, the "Restructuring"), to be implemented pursuant to a joint prepackaged plan of reorganization for the MACH Gen Entities substantially in the form attached hereto as Exhibit B and incorporated herein by reference pursuant to Section 2 hereof (as may be amended, amended and restated, supplemented, or otherwise modified from time to time in accordance with this Agreement, the "Plan") that will be filed in jointly-administered voluntary cases commenced by the MACH Gen Entities (the "Chapter 11 Cases")

[1] Capitalized terms used but not otherwise defined in this Agreement shall have the meaning ascribed to them in the Plan, subject to Section 2 hereof.

under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (as amended, the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, New Harq is the owner of an approximately 1,092 MW natural gas/fuel oil-fired electric generating station known as "Harquahala," located in Maricopa County, Arizona;

WHEREAS, the Company has agreed to transfer its equity interests in New Harq to the First Lien Lenders in exchange for the consideration set forth in, and pursuant to, the Plan (the "Harquahala Reorganization");

WHEREAS, in anticipation of the Restructuring and in connection with this Agreement, the applicable MACH Gen Entities will seek to obtain an order from the Federal Energy Regulatory Commission ("FERC") authorizing the Harquahala Reorganization pursuant to Section 203 of the Federal Power Act, as amended (such approval, the "FERC Order");

WHEREAS, in anticipation of the Restructuring and in connection with this Agreement, the Consenting Lenders will, if requested by the Company, extend a loan to the Company on a first lien priority basis in a principal amount not to exceed $5 million (the "Emergency Loan"), to provide the MACH Gen Entities with emergency liquidity to fund critical expenses to operate prior to the commencement of the Chapter 11 Cases (as defined below); provided that the Emergency Loan shall be extended to the Company solely if it agrees either to (x) file the Chapter 11 Cases pursuant to the Plan or (y) repay the Emergency Loan, in either case within ten (10) Business Days[2] after the funding of such Emergency Loan, and, if so, shall be provided pursuant to the terms and conditions set forth in the proposed amendment to the Prepetition First Lien Credit Agreement attached hereto as Exhibit C (the "Emergency Loan Amendment");

WHEREAS, in anticipation of the Restructuring and in connection with this Agreement, Talen Lender may provide a second lien credit and support facility to the MACH Gen Entities (such facility, the "Talen Second Lien Facility"), junior and subordinate to the Prepetition First Lien Obligations, including, without limitation, the Emergency Loan, to provide the MACH Gen Entities with additional liquidity, if necessary, prior to the commencement of the Chapter 11 Cases; and

WHEREAS, the Consenting Lenders have agreed to provide financing and otherwise extend credit to the MACH Gen Entities during the pendency of the Chapter 11 Cases pursuant and subject to the terms and conditions of the Financing Orders and the DIP Credit Agreement (each as hereinafter defined);

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties, intending to be legally bound, hereby agrees as follows:

AGREEMENT

Section 1. RSA Effective Date.

This Agreement shall become effective, and the obligations contained herein shall become binding upon the Parties, upon the first date that all of the following have occurred (such date, the "RSA Effective Date"): (a) this Agreement has been executed by all of the following: (i) each MACH Gen Entity; (ii) Consenting Equity Holders holding, in aggregate, at least 75% of the voting rights of all issued and outstanding equity interests in the Company (the "Equity Interests"), (iii) Consenting Lenders (A) holding, in aggregate, at least 66-2/3% in principal amount outstanding of all First Lien Revolver

[2] "Business Days" means any day other than Saturday, Sunday, or any day on which banks located in the State of New York are authorized or obligated to close.

Claims and at least 66-2/3% in principal amount outstanding of all First Lien Term Loan Claims and (B) comprising, in aggregate, more than one-half in number of all holders of First Lien Revolver Claims and more than one-half in number of all holders of First Lien Term Loan Claims, (iv) Talen Lender and (v) Talen LC Provider, (b) the Company shall have delivered to the Consenting Lenders copies of the (i) financial projections and related assumptions, (ii) liquidation analysis, and (iii) consolidated financial statements, in each case in the final form that the Company will include in or attach to the Disclosure Statement (as defined below) (together, the "Financial Disclosures"), and (c) all Definitive Documentation (as defined below) shall be in form and substance acceptable to the Company, the Consenting Lenders and the Consenting Equity Holders, subject to further negotiation and completion solely to the extent set forth in the last two sentences of Section 3 hereof.

Section 2. Exhibits and Schedules Incorporated by Reference.

Each of the Exhibits and Schedules is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the Exhibits and Schedules. In the event of any inconsistency between this Agreement (without reference to the Exhibits and Schedules) and the Exhibits and Schedules, this Agreement (without reference to the Exhibits and Schedules) shall govern; provided, however, that notwithstanding anything to the contrary herein, the use of cash collateral and debtor-in-possession financing following the Petition Date (as defined in Section 6) through the Consummation Date (as defined in Section 6) shall be governed by the terms of, as applicable, (a) the interim order authorizing use of cash collateral and debtor-in-possession financing, in the form attached hereto as Exhibit E (the "Interim Financing Order"), (b) the final order authorizing use of cash collateral and debtor-in-possession financing, in the form attached hereto as Exhibit F (the "Final Financing Order" and together with the Interim Financing Order, the "Financing Orders"), and (c) the debtor-in-possession credit and guaranty agreement (the "DIP Credit Agreement") in the form attached hereto as Exhibit G; and provided further that, in the event of any conflict among the terms and provisions of this Agreement, the Plan, the Financing Orders, the DIP Credit Agreement and/or any other Exhibit or Schedule, the terms and provisions of the Plan, but only if the Plan is confirmed and becomes effective, shall control. Nothing contained in this Section 2 shall affect, in any way, the requirements set forth herein for the amendment of this Agreement.

Section 3. Definitive Documentation.

The definitive documents and agreements (the "Definitive Documentation") governing the Restructuring shall include: (a) the Plan (and all exhibits and schedules thereto, including, without limitation, the Plan Supplement (as such term is defined in the Plan)) and the Confirmation Order (as defined in Section 6) with respect to the Plan; (b) the related disclosure statement (and all exhibits thereto, including the Financial Disclosures) with respect to the Plan in the form attached hereto as Exhibit H hereto (the "Disclosure Statement"); (c) the solicitation materials with respect to the Plan in the form attached hereto as Exhibit I (collectively, the "Solicitation Materials"); (d) the documents identified on Exhibit J hereto (collectively, the "New Owner Documents"); (e) the DIP Credit Agreement (including, a thirteen-week budget); (f) the Financing Orders; (g) the Prepetition Amendment; (h) the Emergency Loan Amendment; (i) [RESERVED]; (j) [RESERVED]; (k) the new first lien credit and guaranty agreement in the form attached hereto as Exhibit L (the "New First Lien Credit Agreement"); (l) the new second lien credit and guaranty agreement in the form attached hereto as Exhibit M-1 (the "New Second Lien Credit Agreement") and the new second lien LC support agreement in the form attached hereto as Exhibit M-2 (the "New LC Support Agreement" and, together with the New Second Lien Credit Agreement, the "New Second Lien Facility"); (m) the intercreditor and subordination agreement in respect of the New First Lien Credit Agreement and the New Second Lien Facility (the "New Intercreditor Agreement") in the form attached hereto as Exhibit N; (n) the security documents (including pledge agreements, security agreements and mortgages) in respect of the New First Lien Credit Agreement and the New Second Lien Facility, in each case in the forms attached hereto as Exhibits O and P, respectively; and (o) the terms of

the Harquahala Reorganization attached as Annex A hereto and as Annex A to the Plan (the "Harquahala Reorganization Annex"). Each of the Definitive Documentation identified in the foregoing sentence is substantially final (subject only to any typographical or grammatical corrections and the insertion of appropriate dates, names, titles and signatures), provided that the New Owner Documents and the Plan Supplement remain subject to negotiation and completion. The Definitive Documentation that remains subject to negotiation and completion shall upon completion (x) contain terms, conditions, representations, warranties, and covenants consistent with the terms of this Agreement and (y) otherwise be in form and substance acceptable to (i) the Company, (ii) Consenting Lenders who hold, in the aggregate, at least 66-2/3% in principal amount outstanding of all First Lien Revolver Claims and at least 66-2/3% in principal amount outstanding of all First Lien Term Loan Claims (collectively, the "Required Lenders"), and (iii) Consenting Equity Holders who hold, in the aggregate, at least 75% in amount of all issued and outstanding Equity Interests (collectively, the "Required Equity Holders").

Section 4. Plan Proponents.

The Consenting Lenders and the MACH Gen Entities shall be co-proponents of the Plan. Notwithstanding anything to the contrary in this Agreement, in the event that the Talen Lender, the Talen LC Provider and/or the MACH Gen Entities at any time disclaim their intent, or fail, to diligently pursue the Restructuring, including confirmation of the Plan, in accordance with this Agreement (a "Talen/Company Walkaway"), including, without limitation, by (w) failing to meet the milestones in Section 6(e) or (i) hereto, (x) failing to use commercially reasonable efforts to meet or cause to be met any of the other milestones in Section 6, (y) failing to (i) provide and fund the facility proposed pursuant to the New Second Lien Credit Agreement in an amount necessary to satisfy all of the MACH Gen Entities' or Reorganized MACH Gen's and Reorganized New Harquahala's financial commitments and administrative obligations under and as required to confirm the Plan, including, without limitation, any potential funding shortfall, if one exists at such time, as a result of the aggregate amount of such financial commitments and administrative obligations exceeding the proposed $15 million aggregate principal amount of the New Second Lien Facility plus the $10 million revolving loan provided under the New First Lien Credit Agreement (the "Talen Funding Obligation") or (ii) cause to be issued each of the Backstop LCs (as defined below) in each case in the form attached as Exhibit A to the New LC Support Agreement and by a bank listed on Schedule I to the New LC Support Agreement or otherwise acceptable to the Consenting Lenders in their sole discretion, and otherwise in accordance with the New LC Support Agreement and in the amounts set forth on the Backstop LC Schedule (as defined below), or (z) by otherwise materially breaching this Agreement (unless such breach, if susceptible to cure, is cured within five (5) Business Days after written notice to the Company, Talen Lender, or Talen LC Provider thereof), the Consenting Lenders shall have the right, upon notice to the other Parties, to make any modifications to and independently prosecute confirmation of the Plan (the "First Lien Step-In Right"). Any modification to the Plan shall be subject to Article XI.A thereof. Talen Lender, Talen LC Provider and the MACH Gen Entities agree that upon notice by the Consenting Lenders of the occurrence of a Talen/Company Walkaway, the MACH Gen Entities' exclusive right to file and solicit a plan provided by section 1121 of the Bankruptcy Code will be deemed automatically modified without further court order to allow the Consenting Lenders to exercise their First Lien Step-In Right, provided that the Consenting Lenders may not exercise the First Lien Step-In Right if (x) the Company has terminated the MACH Gen Entities' obligations hereunder in accordance with Section 11(a), (b), (c), (d), (f), (g) or (h) hereof, (y) this Agreement is mutually terminated in accordance with Section 12 hereof, or (z) this Agreement automatically terminates in accordance with clause (i) of the last sentence of Section 12 hereof, in each case prior to the occurrence of the Talen/Company Walkaway that is the subject of the notice provided by the Consenting Lenders.

Upon the occurrence of a Talen/Company Walkaway (i) the MACH Gen Entities shall cooperate in good faith with the Consenting Lenders as reasonably necessary to allow the Consenting Lenders to

exercise the First Lien Step-In Right and seek and obtain confirmation of the Plan, including by providing the Consenting Lenders prompt access to any documents, information, employees and physical access to any facility or property in connection therewith, and (ii) if the Consenting Lenders exercise the First Lien Step-In Right, (x) any claims under or in respect of the Talen Second Lien Facility will be deemed waived and get no distribution under the Plan and (y) any claims asserted against any MACH Gen Entity on account of a receivable owed to Talen LC Provider, Talen Energy Corporation or any Talen Tax Affiliate (defined below) under or in respect of that certain Amended and Restated Tax Allocation Agreement (such claims, if any, the "Tax Allocation Claims"), entered into by and among Talen Energy Corporation and the affiliates listed on Exhibit A thereto (the "Talen Tax Affiliates"), effective as of December 31, 2015 and terminated effective January 1, 2017 (the "Tax Allocation Agreement"), will be deemed waived and discharged and get no distribution under the Plan.

Section 5. Assumption of the Restructuring and Support Agreement.

On the Petition Date (as such term is defined below) or within one (1) calendar day thereof, the MACH Gen Entities shall file with the Bankruptcy Court, in each case in form and substance acceptable to the Required Lenders, a motion to assume this Agreement (the "Assumption Motion") and a form of order approving the Assumption Motion (the "Assumption Order").

Section 6. Milestones.

As provided in Section 8, the MACH Gen Entities shall implement the Restructuring on the following timeline (each deadline, a "Milestone"):

(a) no later than ten (10) calendar days following the RSA Effective Date, the MACH Gen Entities shall file an application for the FERC Order;

(b) on the RSA Effective Date, the MACH Gen Entities shall commence solicitation on the Plan by mailing the Solicitation Materials (which may be by e-mail) to parties eligible to vote on the Plan (such mailing date, the "Solicitation Commencement Date");

(c) the deadline by which parties eligible to vote on the Plan must vote to accept or reject the Plan (the "Voting Deadline") shall be no later than one (1) Business Day after the Solicitation Commencement Date;

(d) if at least 66-2/3% in amount and more than one half in number of claims that constitute Prepetition First Lien Obligations that have accepted or rejected the Plan vote to accept the Plan, the MACH Gen Entities shall commence the Chapter 11 Cases by filing bankruptcy petitions with the Bankruptcy Court by the date falling six (6) calendar days after the Voting Deadline (the date the Chapter 11 Cases are commenced, the "Petition Date"); provided, however, that if the Company elects to enter into the Emergency Loan Amendment and borrow the Emergency Loan, the MACH Gen Entities shall instead file the Chapter 11 Cases by the tenth (10th) Business Day following the funding of such Emergency Loan (but only if such date occurs prior to the Petition Date otherwise contemplated in this Section 6(d)), unless the Emergency Loan is repaid in full and in cash prior to such date;

(e) on the Petition Date or within one (1) calendar day thereof, the MACH Gen Entities shall file with the Bankruptcy Court: (i) the Plan; (ii) the Disclosure Statement; (iii) a motion seeking entry of the Interim Financing Order and the Final Financing Order; (iv) the Assumption Motion; and (v) motions seeking (A) approval of the Disclosure Statement, (B) confirmation of the Plan, and (C) the scheduling of a hearing to consider confirmation of the Plan (the "Confirmation Hearing");

(f) no later than four (4) Business Days after the Petition Date, (i) the Bankruptcy Court shall have entered the Interim Financing Order in the form attached hereto as Exhibit E or in a form that is otherwise reasonably acceptable to the Required Lenders and (ii) the MACH Gen Entities shall have filed a motion seeking to approve an order setting the deadline for all persons or entities, other than governmental units, to file proofs of claim in the Chapter 11 Cases against the MACH Gen Entities arising prior to the Petition Date (the "General Claims Bar Date"), which motion and order shall each be in a form that is reasonably acceptable to the Required Lenders;

(g) no later than thirty (30) calendar days after the Petition Date, the Bankruptcy Court shall have entered (1) the Final Financing Order in the form attached hereto as Exhibit F or in a form that is otherwise reasonably acceptable to the Required Lenders and (2) the Assumption Order;

(h) no later than thirty (30) calendar days after the Petition Date, the Bankruptcy Court shall have entered a final order authorizing the MACH Gen Entities' cash management system on the terms set forth in the Security Deposit Agreement[3] (as adjusted pursuant to the Prepetition Amendment) and otherwise acceptable to the Required Lenders;

(i) no later than five (5) Business Days prior to the Confirmation Hearing, each of Talen Lender and Talen LC Provider shall have irrevocably confirmed in writing that it will, immediately prior to, or substantially concurrent with, the occurrence of the Consummation Date (including the satisfaction or waiver in accordance with the Plan of all other conditions thereto), as applicable (i) satisfy the Talen Funding Obligation in its entirety, and (ii) cause to be issued to the Consenting Lenders each of the backstop letters of credit set forth on that certain Schedule I to the New LC Support Agreement (the "Backstop LC Schedule"), in each case issued in the form attached as Exhibit A to the New LC Support Agreement and by a bank listed on Schedule I to the New LC Support Agreement or otherwise acceptable to the Consenting Lenders in their sole discretion, and otherwise in accordance with the terms of the New LC Support Agreement and in the amounts set forth on the Backstop LC Schedule (such letters of credit, the "Backstop LCs");

(j) no later than sixty (60) calendar days after the Petition Date, the Bankruptcy Court shall have entered an order approving the Disclosure Statement and confirming the Plan in the form attached hereto as Exhibit Q or in a form that is otherwise reasonably acceptable to the Consenting Lenders (the "Confirmation Order"); and

(k) by the later to occur of (i) the date falling fourteen (14) calendar days from the date the Bankruptcy Court enters the Confirmation Order, (ii) the fifteenth (15) calendar day immediately following the date on which the MACH Gen Entities receive all necessary regulatory and other approvals to consummate the Restructuring (including, among other things, the FERC Order and requisite approvals from the Federal Communications Commission (the "FCC") with respect to change in control over wireless radio licenses) or (iii) the twentieth (20) calendar day immediately following the General Claims Bar Date (as determined by the Bankruptcy Court), the MACH Gen Entities shall have consummated the transactions contemplated by the Plan in accordance with all terms and conditions thereunder (the date of such consummation, the "Consummation Date"), it being understood that the MACH Gen Entities' entry (as reorganized entities under the Plan) into the New First Lien Credit Agreement and the satisfaction of the conditions precedent to the Effective Date (as defined in the New First Lien Credit Agreement) shall be conditions precedent to the occurrence of the Consummation Date.

[3] The "Security Deposit Agreement" is that certain Security Deposit Agreement (as previously amended, amended and restated, supplemented or otherwise modified from time to time), dated as of April 28, 2014, by and among New MACH Gen, LLC, as borrower, the Guarantors from time to time party thereto, CLMG Corp., as first lien collateral agent, and Citibank, N.A., as depositary.

Notwithstanding anything to the contrary in this Agreement (including Section 32 hereof), a specific Milestone may not be extended or waived except with the express written consent of the Required Lenders (in their sole discretion).

Section 7. Commitment of Restructuring Support Parties.

Subject to compliance in all material respects by the other Parties with the terms of this Agreement, each Restructuring Support Party (or, in the case of sub-clauses (h) or (i) below, solely each Consenting Lender) shall (severally and not jointly), from the RSA Effective Date until the occurrence of a Termination Date (as defined in Section 13) applicable to such Restructuring Support Party and without limiting any of the terms of Section 13 or the rights of such Restructuring Support Party under Section 9, Section 10, Section 11 and Section 12:

(a) support and cooperate with the MACH Gen Entities to take all commercially reasonable actions necessary to consummate the Restructuring in accordance with the Plan and the terms and conditions of this Agreement (but without limiting consent and approval rights provided in this Agreement), including: (i) voting all of its claims against, or interests in, as applicable, the MACH Gen Entities now or hereafter owned by such Restructuring Support Party (or for which such Restructuring Support Party now or hereafter serves as the nominee, investment manager, or advisor for holders thereof) to accept the Plan in accordance with the applicable procedures set forth in the Disclosure Statement and the Solicitation Materials; (ii) timely returning a duly-executed ballot in connection therewith; (iii) consenting to and not "opting out" of any releases under the Plan; (iv) negotiating and completing in good faith all Definitive Documentation that is subject to negotiation or completion, or both, as of the RSA Effective Date; and (v) solely with respect to the Consenting Equity Holders, timely providing all requisite consents and approvals, as they become available and are requested by the Company, under that certain Third Amended and Restated Limited Liability Company Agreement of MACH Gen, LLC, dated as of November 2, 2015 and as amended from time to time (the "LLC Agreement") and that certain Limited Liability Company Agreement of New MACH Gen, LLC dated as of April 28, 2014 and as amended from time to time;

(b) not withdraw, amend, or revoke (or cause to be withdrawn, amended, or revoked) its tender, consent, or vote with respect to the Plan;

(c) not object to, delay, impede, or take any other action to interfere, directly or indirectly, with the Restructuring, or propose, file, support, or vote for, directly or indirectly, any restructuring, workout, asset sale, or chapter 11 plan for any of the MACH Gen Entities, other than the Restructuring and the Plan or the exercise of the First Lien Step-In Right (any such other restructuring, workout, material asset sale, or chapter 11 plan, an "Alternative Restructuring");

(d) not take any action (or encourage or instruct any other party to take any action) in respect of any potential, actual, or alleged occurrence of any "Default" or "Event of Default" under (and as defined in) the Prepetition First Lien Documents (defined below) that exists as of the date hereof and is described on Schedule 1 or that would be triggered as a result of the commencement or pendency of the Chapter 11 Cases or the undertaking of any MACH Gen Entity hereunder to implement the Restructuring through the Chapter 11 Cases;

(e) support and not object to, delay, impede, or take any other action to interfere, directly or indirectly, with the entry by the Bankruptcy Court of the Interim Financing Order or the Final Financing Order, or propose, file or support, directly or indirectly, any use of cash collateral or debtor-in-possession financing other than as proposed in the Interim Financing Order and the Final Financing Order;

(f) not take any other action, including, without limitation, initiating or joining in any legal proceeding that is materially inconsistent with its obligations under this Agreement;

(g) use its commercially reasonable efforts to support any reasonable and necessary amendment, waiver, supplement or other modification of this Agreement and the Definitive Documentation as may be requested by the Bankruptcy Court that does not change any material or economic term of the Definitive Documentation;

(h) no later than five (5) calendar days after the Voting Deadline (such date, the "Siemens Rejection Notice Deadline"), the Consenting Lenders shall provide MACH Gen with a written notice (a "Siemens Rejection Notice") of the Consenting Lenders' intention to condition the occurrence of the Effective Date and Consummation on the rejection of that certain (i) Amended and Restated Term Warranty Contract, by and between Siemens Power Generation, Inc. and New Harq, effective as of September 28, 2017, in respect of the Harquahala project; and/or (ii) SPPA-T3000 Life Cycle Maintenance Program Proposal, dated August 21, 2013, for Harquahala by Siemens Energy, Inc., and related Purchase Orders, dated August 29, 2013, in respect of the Harquahala project (the contracts described in the foregoing clauses (i) and (ii), together, the "Siemens Contracts"); provided that, in the event the Consenting Lenders do not provide MACH Gen with a Siemens Rejection Notice by the Siemens Rejection Notice Deadline, the Siemens Contracts shall then be assumed pursuant to the Plan and the Consenting Lenders shall have no further right to reject the Siemens Contracts or to condition the occurrence of the Effective Date and Consummation on the rejection of the Siemens Contracts (other than in the event of a Talen/Company Walkaway);

(i) if requested by the Company extend the Emergency Loan to the Company pursuant to the terms and conditions set forth in this Agreement and the Emergency Loan Amendment; and

(j) upon the occurrence of a Talen/Company Walkaway cooperate in good faith with the Consenting Lenders as reasonably necessary to allow them to exercise the First Lien Step-In Right and seek confirmation of the Plan, including by providing the Consenting Lenders with prompt access to any documents, information, employees and physical access to any facility or property in connection therewith.

Notwithstanding the foregoing, nothing in this Agreement and neither a vote to accept the Plan by any Restructuring Support Party nor the acceptance of the Plan by any Restructuring Support Party shall (x) be construed to prohibit any Restructuring Support Party from contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement, (y) be construed to prohibit any Restructuring Support Party from appearing as a party-in-interest in any matter to be adjudicated in the Chapter 11 Cases, so long as such appearance and the positions advocated in connection therewith are not inconsistent with this Agreement and are not for the purpose of hindering, delaying, or preventing the consummation of the Restructuring, or (z) impair or waive the rights of any Restructuring Support Party to assert or raise any objection permitted under this Agreement in connection with any hearing on confirmation of the Plan or in the Bankruptcy Court.

Section 8. Commitment of the MACH Gen Entities and Talen Entities.

(a) Subject to clause (b) below, each of the MACH Gen Entities (i) agrees to (A) include the Disclosure Statement, including the Financial Disclosures in the form delivered pursuant to Section 1(b), in the Solicitation Materials mailed to parties eligible to vote on the Plan pursuant to Section 6(b), (B) support and complete the Restructuring and all transactions set forth in the Plan and this Agreement, (C) comply with all covenants and agreements set forth in the Harquahala Reorganization Annex which are in effect as of the RSA Effective Date, (D) negotiate in good faith all Definitive

Documentation that is subject to negotiation as of the RSA Effective Date and take any and all necessary and appropriate actions in furtherance of the Plan and this Agreement, (E) complete the Restructuring and all transactions set forth in the Plan in accordance with each Milestone set forth in Section 6 of this Agreement, and (F) make commercially reasonable efforts to obtain any and all required regulatory and/or third-party approvals for the Restructuring, and (ii) shall not undertake any action materially inconsistent with the adoption and implementation of the Plan and the speedy confirmation thereof.

(b) Notwithstanding anything to the contrary herein, nothing in this Agreement shall require the directors, officers, managers, or members of any MACH Gen Entity (in such person's capacity as a director, officer, or manager of such MACH Gen Entity) to take any action, or to refrain from taking any action, that, after receiving written advice from counsel (which advice is not required to be in the form of a formal legal opinion and may be in the form of an e-mail communication) would be inconsistent with such director's, officer's, manager's or member's fiduciary obligations under applicable law, provided that a certification from the president, chief financial officer or chief restructuring officer of the Company regarding the receipt of such written advice must be provided to the Consenting Lenders.

(c) Talen LC Provider shall retain and not transfer any right to, or legal or beneficial interest in, the Tax Allocation Claims to any person or entity, and shall cause all Tax Affiliates to take no action in respect of the Tax Allocation Claims. The MACH Gen Entities and the Talen Entities agree to provide, execute or deliver any additional documentation, agreements, instruments and information, and take any actions necessary or reasonably required by the Consenting Lenders to protect the interests of the Consenting Lenders in respect thereof.

Nothing in this Section 8 shall be construed to limit or affect in any way any Restructuring Support Party's rights under this Agreement, including upon the occurrence of any Termination Event or the Outside Date (as defined below).

Section 9. Consenting Lenders' Termination Events.

Each Consenting Lender shall have the right, but not the obligation, upon notice to the other Parties, to terminate its own obligations under this Agreement upon the occurrence of any of the following events, unless waived, in writing, by such Consenting Lender on a prospective or retroactive basis (each, a "First Lien Termination Event"):

(a) the failure to meet the Milestones in Section 6 (subject to the last sentence of Section 6), unless (i) such failure is the result of any act, omission, or delay on the part of the Consenting Lender seeking termination in violation of its obligations under this Agreement or (ii) such Milestone is waived in accordance with Section 6; it being understood that in no event shall the Consenting Lenders' role as co-proponents of the Plan, in and of itself, cause them to be responsible (either jointly with the MACH Gen Entities or severally) for any obligation to meet the Milestones as set forth in this Agreement;

(b) the occurrence of a material breach of this Agreement, including the Harquahala Reorganization Annex, by any of the MACH Gen Entities that has not been cured (if susceptible to cure) within five (5) Business Days after written notice to the Company of such material breach by the Consenting Lender asserting such termination;

(c) the occurrence of a material breach by any of the MACH Gen Entities of its obligations under, or any Event of Default under (and as defined in), the (i) Prepetition First Lien Credit Agreement, other than any material breach or Event of Default triggered as a result of the commencement or pendency of the Chapter 11 Cases or the undertaking of any MACH Gen Entity of any other action in furtherance of implementing the Restructuring to the extent consistent with the terms of this Agreement

or any material breach or Event of Default existing prior to or as of the RSA Effective Date that has been disclosed by the MACH Gen Entities to the Consenting Lenders and is set forth on Schedule 1 attached hereto, (ii) the Financing Orders, (iii) the DIP Credit Agreement; in each case, which material breach or Event of Default has not been cured (if susceptible to cure) or expressly waived in accordance with the terms set forth therein;

(d) the conversion of one or more of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code;

(e) the appointment of a trustee, receiver, or examiner with expanded powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code in one or more of the Chapter 11 Cases;

(f) any MACH Gen Entity amends, modifies, or files a pleading seeking authority to amend or modify, the Definitive Documentation, unless such amendment or modification is (i) consistent with this Agreement or (ii) acceptable to the Required Lenders (in their sole discretion);

(g) the Bankruptcy Court enters an order or grants any request of a person to amend or modify the Definitive Documentation, unless such amendment or modification is (i) consistent with this Agreement or (ii) acceptable to the Required Lenders (in their sole discretion);

(h) any MACH Gen Entity files, propounds, or otherwise publicly supports or announces that any MACH Gen Entity will support any plan of reorganization other than the Plan, or files any motion or application seeking authority to sell any material assets, without the prior written consent of the Required Lenders (in their sole discretion);

(i) the issuance by any governmental authority, including the Bankruptcy Court, any regulatory authority, or any other court of competent jurisdiction, of any ruling or order enjoining the substantial consummation of the Restructuring; provided, however, that the Company shall have twenty (20) Business Days after issuance of such ruling or order to obtain relief that would allow consummation of the Restructuring in a manner that (i) does not prevent or diminish in a material way compliance with the terms of the Plan and this Agreement, or (ii) is acceptable to the Required Lenders (in their sole discretion);

(j) the failure to satisfy any requirement under Section 3 that any Definitive Documentation that is subject to negotiation and completion contain terms, conditions, representations, warranties, and covenants consistent with the terms of this Agreement, including the Harquahala Reorganization Annex, and is in form and substance acceptable to the Required Lenders;

(k) the Bankruptcy Court enters any order authorizing the use of cash collateral or post-petition financing that is not in the form of the Interim Financing Order or Final Financing Order or otherwise acceptable to the Required Lenders (in their sole discretion);

(l) a breach by any other Restructuring Support Party of any representation, warranty, or covenant of such other Restructuring Support Party set forth in this Agreement, including the Harquahala Reorganization Annex, that could reasonably be expected to have a material adverse impact on the Restructuring or the consummation of the Restructuring that (to the extent curable) remains uncured for a period of five (5) Business Days after the receipt by such other Restructuring Support Party of written notice of such breach;

(m) a breach by any MACH Gen Entity of any representation, warranty, or covenant of such MACH Gen Entity set forth in this Agreement, including the Harquahala Reorganization Annex, that could reasonably be expected to have a material adverse impact on the Restructuring or the consummation of the Restructuring and, solely with respect to any breach of a covenant, that (to the extent curable) remains uncured for a period of five (5) Business Days after the receipt by the Company of written notice of such breach;

(n) either (i) any MACH Gen Entity or any Consenting Equity Holder files a motion, application, or adversary proceeding (or any MACH Gen Entity or Consenting Equity Holder supports any such motion, application, or adversary proceeding filed or commenced by any third party) (A) challenging the validity, enforceability, perfection or priority of, or seeking avoidance or subordination of, the Prepetition First Lien Obligations or the liens securing such obligations or (B) asserting any other cause of action against and/or with respect or relating to such obligations or the prepetition liens securing such obligations (except to enforce the terms of this Agreement); or (ii) the Bankruptcy Court (or any court with jurisdiction over the Chapter 11 Cases) enters an order impairing the validity, enforceability, perfection, priority, extent or amount of, or avoiding or subordinating, the Prepetition First Lien Obligations or the liens securing such obligations, or otherwise impairing any rights or remedies that the Consenting Lenders may have in respect of such Prepetition First Lien Obligations or the liens securing such Prepetition First Lien Obligations;

(o) any Party terminates its obligations under and in accordance with this Agreement, if as a result of such termination any MACH Gen Entity is no longer a Party to this Agreement;

(p) in any instance, the Restructuring Support Parties remaining as Parties to this Agreement do not meet the voting thresholds in Section 1;

(q) if the Bankruptcy Court enters an order in the Chapter 11 Cases terminating any of the MACH Gen Entities' exclusive right to file a plan or plans of reorganization pursuant to section 1121 of the Bankruptcy Code other than in connection with the First Lien Step-In Right;

(r) any MACH Gen Entity, or Consenting Equity Holder files, publicly announces its intention to support, or otherwise provides any support to any Alternative Restructuring;

(s) denial by or other failure to obtain approval from a regulatory authority, including FERC and the FCC, that is necessary to consummate the Restructuring;

(t) any occurrence, condition, change, development, effect or event occurring after the date of this Restructuring Support Agreement, in each case that is promulgated by the Arizona Corporations Commission or any other government or regulatory body regarding the regulatory conditions in the State of Arizona or resulting in any change in any laws of any governmental authority in the State of Arizona, that, in each case, would reasonably be expected to materially adversely affect or impair the business, properties, financial condition, operations or sale to third parties of the Harquahala Assets, New Harquahala or Reorganized New Harquahala; it being understood that a general tightening or movement of markets or the unavailability of a purchaser for the Harquahala Assets on any particular terms or conditions would not constitute such an event; or

(u) the failure to comply with (i) Section 4.14 of the Harquahala Reorganization Annex, within the time periods set forth therein or (ii) the requirement that the deliveries set forth in such Section 4.14 be in form and substance reasonably acceptable to Beal Bank USA.

Section 10. Consenting Equity Holder's Termination Events.

Each Consenting Equity Holder shall have the right, but not the obligation, upon notice to the other Parties, to terminate its own obligations under this Agreement upon the occurrence of any of the following events, unless waived in writing, by such Consenting Equity Holder on a prospective or retroactive basis (each, an "Equity Termination Event"):

(a) the occurrence of a First Lien Termination Event of the type described in Sub-clause (c) of Section 9, provided that the Consenting Lenders have exercised their right to accelerate the obligations of the MACH Gen Entities arising under the Prepetition First Lien Credit Agreement, the Financing Orders or the DIP Credit Agreement, as applicable;

(b) the conversion of one or more of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code;

(c) the appointment of a trustee, receiver, or examiner with expanded powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code in one or more of the Chapter 11 Cases;

(d) a breach by any Consenting Lender of any representation, warranty, or covenant of such Consenting Lender set forth in this Agreement that could reasonably be expected to have a material adverse impact on the Restructuring or the consummation of the Restructuring and, solely with respect to any breach of a covenant, that (to the extent curable) remains uncured for a period of five (5) Business Days after the receipt by such Consenting Lender of written notice of such breach;

(e) in any instance, the Restructuring Support Parties remaining as Parties to this Agreement do not meet the voting thresholds in Section 1;

(f) if the Bankruptcy Court enters an order in the Chapter 11 Cases terminating any of the MACH Gen Entities' exclusive right to file a plan or plans of reorganization pursuant to section 1121 of the Bankruptcy Code other than in connection with the First Lien Step-In Right;

(g) denial by or other failure to obtain approval from a regulatory authority, including FERC and the FCC, that is necessary to consummate the Restructuring, provided that the MACH Gen Entities have diligently used all commercially reasonable efforts to obtain such approval;

(h) the occurrence of the Voting Deadline without sufficient votes accepting the Plan (taking into account any votes that are withdrawn or changed on or prior to the Voting Deadline) to satisfy section 1129(a)(10) of the Bankruptcy Code with respect to each class that is entitled to vote under the Plan; or

(i) the failure to satisfy any requirement under Section 3 that any Definitive Documentation that is subject to negotiation and completion, contains terms, conditions, representations, warranties, and covenants consistent with the terms of this Agreement and is in form and substance acceptable to the Required Equity Holders.

Section 11. Company's Termination Events.

The Company (on behalf of itself and the other MACH Gen Entities) may terminate the MACH Gen Entities' obligations under this Agreement upon the occurrence of any of the following events (each a "Company Termination Event," and collectively and together with the First Lien Termination Events and Equity Termination Events, the "Termination Events"), subject to the rights of the Company to fully

or conditionally waive, on a prospective or retroactive basis, the occurrence of a Company Termination Event:

(a) a breach by the Consenting Lenders of any representation, warranty, or covenant of such Consenting Lenders set forth in this Agreement that could reasonably be expected to have a material adverse impact on the Restructuring or the consummation of the Restructuring and, solely with respect to any breach of a covenant, that (to the extent curable) remains uncured for a period of five (5) Business Days after the receipt by the Consenting Lenders of notice and description of such breach;

(b) the occurrence of a breach of this Agreement by the Consenting Lenders that has the effect of materially impairing any of the MACH Gen Entities' ability to effectuate the Restructuring and has not been cured (if susceptible to cure) within five (5) Business Days after written notice to all Parties of such breach;

(c) upon notice to the Restructuring Support Parties, in the form of a certification from the president, chief financial officer or chief restructuring officer of the Company, if the board of directors, board of managers, or members, as applicable, of a MACH Gen Entity determines, after receiving written advice from counsel (which advice is not required to be in the form of a formal legal opinion and may be in the form of an e-mail communication), that proceeding with the Restructuring (including, without limitation, the Plan or solicitation of the Plan) would be inconsistent with the exercise of its fiduciary duties;

(d) the issuance by any governmental authority, including the Bankruptcy Court, any regulatory authority, or any other court of competent jurisdiction, of any ruling or order enjoining the substantial consummation of the Restructuring; provided, however, that the MACH Gen Entities have made commercially reasonable, good faith efforts to cure, vacate, or have overruled such ruling or order prior to terminating this Agreement;

(e) in any instance, the Restructuring Support Parties remaining as Parties to this Agreement do not meet the voting thresholds in Section 1;

(f) the occurrence of the Voting Deadline without sufficient votes accepting the Plan (taking into account any votes that are withdrawn or changed on or prior to the Voting Deadline) to satisfy section 1129(a)(10) of the Bankruptcy Code with respect to each class that is entitled to vote under the Plan;

(g) a determination by the Consenting Lenders to reject either or both of the Siemens Contracts in accordance with Section 7(h); or

(h) denial by or other failure to obtain approval from a regulatory authority, including FERC and the FCC, that is necessary to consummate the Restructuring, provided that the MACH Gen Entities have diligently used all commercially reasonable efforts to obtain such approval.

Section 12. Mutual Termination; Automatic Termination.

This Agreement and the obligations of all Parties hereunder may be terminated by mutual agreement by and among all of the following Parties: (a) the Company on behalf of itself and each other MACH Gen Entity; (b) Required Equity Holders; and (c) the Required Lenders. Notwithstanding anything in this Agreement to the contrary, this Agreement shall terminate automatically upon the earlier to occur of: (i) the occurrence of the Consummation Date; and (ii) 180 calendar days after the Petition Date (the "Outside Date").

Section 13. Effect of Termination.

The earliest date on which termination of this Agreement as to a Party is effective in accordance with Section 9, Section 10, Section 11 or Section 12 of this Agreement shall be referred to, with respect to such Party, as a "Termination Date." Upon the occurrence of a Termination Date, the terminating Party's obligations and, in the case of a Termination Date in accordance with Section 12 of this Agreement, all Parties' obligations under this Agreement shall be terminated effective immediately, and such Party or Parties hereto shall be released from its commitments, undertakings, and agreements; provided, however, that each of the following shall survive any such termination: (a) any claim for breach of this Agreement that occurs prior to such Termination Date, and all rights and remedies with respect to such claims shall not be prejudiced in any way; (b) the MACH Gen Entities' obligations in Section 19 of this Agreement accrued up to and including such Termination Date; and (c) Section 4, Section 13, Section 20, Section 22, Section 23, Section 24, Section 26, Section 27, Section 29, Section 31, Section 34, Section 35, Section 36, and Section 37. Upon any Party's termination of this Agreement in accordance with its terms prior to the date on which the Confirmation Order is entered by the Bankruptcy Court, such Party shall have the immediate right, without further order of the Bankruptcy Court, and without the consent of the Company, to withdraw or change any vote previously tendered by such Party, irrespective of whether any voting deadline or similar deadline or bar date has passed, provided that such Party is not then in material breach of its obligations under this Agreement; provided further that, for the avoidance of doubt, the foregoing shall not be construed to prohibit any MACH Gen Entity or Restructuring Support Party from contesting whether such terminating Party's termination of this Agreement is in accordance with the terms of this Agreement. Any Party withdrawing or changing its vote(s) pursuant to this Section 13 shall promptly provide written notice of such withdrawal or change to each other Party and, if such withdrawal or change occurs on or after the Petition Date, file notice of such withdrawal or change with the Bankruptcy Court.

Section 14. Cooperation and Support.

The Company shall provide draft copies of all "first day" motions, applications, and other documents that any MACH Gen Entity intends to file with the Bankruptcy Court to counsel for each Restructuring Support Party at least four (4) calendar days (or as soon thereafter as is reasonably practicable under the circumstances) prior to the date when such MACH Gen Entity intends to file such document, and shall consult in good faith with such counsel regarding the form and substance of any such proposed filing with the Bankruptcy Court. The Company will use reasonable efforts to provide draft copies of all other material pleadings any MACH Gen Entity intends to file with the Bankruptcy Court to counsel to each Restructuring Support Party at least three (3) calendar days prior to filing such pleading to the extent practicable and shall consult in good faith with such counsel regarding the form and substance of any such proposed pleading. For the avoidance of doubt, the Parties agree to negotiate in good faith the Definitive Documentation that is subject to negotiation and completion, consistent with the last sentence of Section 3 hereof.

Section 15. Subordination of Talen Entities' and MACH Gen Entities' Claims.

All Intercompany Claims against the MACH Gen Entities shall be subordinated and otherwise subject to the liens securing (a) the Talen Second Lien Facility, if applicable, (b) the Prepetition First Lien Obligations, (c) the Emergency Loan; (d) the obligations under the DIP Credit Agreement and the Financing Orders; and (e) the New First Lien Facilities.

Subject to the last paragraph of Section 4 of this Agreement, any Tax Allocation Claim against any MACH Gen Entity (other than New Harquahala) or any Reorganized MACH Gen Entity under the Tax Allocation Agreement shall be junior and subordinated, and subject to, and shall be silent in respect of, the liens securing (a) the Talen Second Lien Facility, if applicable, (b) the Prepetition First Lien Obligations, (c) the Emergency Loan; (d) the obligations under the DIP Credit Agreement and the

Financing Orders; (e) the New First Lien Facilities; and (f) the New Second Lien Facility, and neither Talen Energy Corporation nor any other Talen Tax Affiliate shall have any right to payment or enforcement of any such claims unless and until all obligations under the facilities set forth in the foregoing clauses (b) through (e) have been indefeasibly paid in full in cash. Any Tax Allocation Claim against New Harquahala under or in respect of the Tax Allocation Agreement will be deemed waived and get no distribution under the Plan. The MACH Gen Entities and the Talen Entities agree that they will reflect such subordination of the Tax Allocation Claims on their books and records and, if any Tax Allocation Claim is at any time evidenced by an instrument, that such subordination will be reflected on the face of such instrument.

Section 16. Transfers of Claims and Interests.

(a) Each Restructuring Support Party shall not (i) sell, transfer, assign, pledge, grant a participation interest in, or otherwise dispose of, directly or indirectly, its right, title, or interest in respect of any of such Restructuring Support Party's claims against, or interests in, any MACH Gen Entity, as applicable, in whole or in part, or (ii) grant any proxies, deposit any of such Restructuring Support Party's claims against or interests in any MACH Gen Entity, as applicable, into a voting trust, or enter into a voting agreement with respect to any such claims or interests (the actions described in clauses (i) and (ii) are collectively referred to herein as a "Transfer" and the Restructuring Support Party making such Transfer is referred to herein as the "Transferor"), unless such Transfer is to another Restructuring Support Party or any other entity that (x) first agrees in writing to be bound by the terms of this Agreement by executing and delivering to the Company a Transferee Joinder substantially in the form attached hereto as Exhibit R (the "Transferee Joinder"), and (y) is reasonably capable, after due inquiry and investigation by the Transferor, of fulfilling its obligations under this Agreement, and in the case of any Transfer notice of such Transfer is delivered to the Company by no later than one (1) business day before such Transfer is consummated and settled. With respect to claims against or interests in a MACH Gen Entity held by the relevant transferee upon consummation of a Transfer, such transferee is deemed to make all of the representations and warranties of a Restructuring Support Party, as applicable, set forth in this Agreement. Upon compliance with the foregoing, the Transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of such transferred rights and obligations. Any Transfer made in violation of this Sub-clause (a) of this Section 16 shall be deemed null and void ab initio and of no force or effect, regardless of any prior notice provided to the Company and/or any Restructuring Support Party, and shall not create any obligation or liability of any MACH Gen Entity or any other Restructuring Support Party to the purported transferee. Notwithstanding the foregoing, (i) the Company's prior written consent shall not be required pursuant to this Agreement for any Transfer set forth on Schedule 2; (ii) for the avoidance of doubt, any total return swap transaction in respect of a Restructuring Support Party's claims in existence as of the date hereof (an "Existing TRS") shall not constitute a Transfer (so long as such Restructuring Support Party has the right and power to comply with this Agreement in all respects, including the right and power to direct the voting of such claim in accordance with Section 7 hereof); and (iii) any amendment, amendment and restatement, or modification of an Existing TRS in connection with or following the Restructuring that does not change the "beneficial ownership" (within the meaning of Rule 13d-3 under the Securities Act of 1933 (the "Securities Act")) of such Restructuring Support Party's claims (if any) shall not constitute a Transfer (so long as such Restructuring Support Party has the right and power to comply with this Agreement in all respects, including the right and power to direct the voting of such claim in accordance with Section 7 hereof).

(b) Notwithstanding Sub-clause (a) of this Section 16, each Consenting Equity Holder shall not, and, as applicable, shall not permit its affiliates to, sell, transfer, assign, pledge, grant a participation interest in, or otherwise dispose of, directly or indirectly, its right, title, or interest in respect of any of its Equity Interests, in whole or in part, without the prior written consent of the Required

Lenders (in their sole discretion); provided, that any direct or indirect sale, transfer, assignment pledge, grant or other disposition of the Equity Interests by any Consenting Equity Holder or any of its affiliates that shall not result in a Change of Control (as such term is defined in the DIP Credit Agreement or the Existing First Lien Credit Agreement) or that is required by law or regulatory authority shall be permitted hereunder. Any such transfer made in violation of this Section 16 shall be deemed null and void ab initio and of no force or effect.

(c) Notwithstanding Sub-clauses (a) and (b) of this Section 16, (i) an entity that is acting in its capacity as a Qualified Marketmaker shall not be required to be or become a Restructuring Support Party in order to effect any transfer (by purchase, sale, assignment, participation, or otherwise) of any claim against, or interest in, any MACH Gen Entity, as applicable, by a Restructuring Support Party to a transferee; provided that such transfer by a Restructuring Support Party to a transferee shall be in all other respects in accordance with and subject to Sub-clauses(a) and (b) of this Section 16; provided, further that the foregoing exception will only be available in transactions where the Qualified Marketmaker is not the ultimate "beneficial owner" (within the meaning of Rule 13d-3 under the Securities Act) of such claims against, or interests in, any MACH Gen Entity; and (ii) to the extent that a Restructuring Support Party, acting in its capacity as a Qualified Marketmaker, acquires any claim against, or interest in, any MACH Gen Entity from a holder of such claim or interest who is not a Restructuring Support Party, it may transfer (by purchase, sale, assignment, participation or otherwise) such claim or interest without the requirement that the transferee be or become a Restructuring Support Party in accordance with this Section 16. For purposes of this Sub-clause (c), a "Qualified Marketmaker" means an entity that (x) holds itself out to the market as standing ready in the ordinary course of its business to purchase from customers and sell to customers claims against, or interests in, the MACH Gen Entities (including debt securities or other debt) or enter with customers into long and short positions in claims against, or interests in, the MACH Gen Entities (including debt securities or other debt), in its capacity as a dealer or market maker in such claims against, or interests in, the MACH Gen Entities, and (y) is in fact regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

Section 17. Further Acquisition of Claims or Interests.

Except as set forth in Section 16, nothing in this Agreement shall be construed as precluding any Restructuring Support Party or any of its affiliates from acquiring additional First Lien Claims or Equity Interests, or interests in the instruments underlying the First Lien Claims or Equity Interests, as applicable; provided, however, that any such additional First Lien Claims, Equity Interests, or interests shall automatically be subject to the terms and conditions of this Agreement. Upon any such further acquisition by a Restructuring Support Party or any of its affiliates, such Restructuring Support Party shall promptly notify the Company, who shall update Exhibit S to reflect such further acquisition.

Section 18. Business Continuance.

Except as contemplated by this Agreement or with the express prior written consent of the Required Lenders (in their sole discretion), and subject to applicable bankruptcy or non-bankruptcy law, the Company covenants and agrees that, between the date hereof and the Consummation Date, the MACH Gen Entities shall continue to operate their businesses in accordance with their past practices and on the terms and conditions set forth in the 13-week cash flow attached hereto as Exhibit T (the "Budget"). The Company shall only be permitted to amend, modify, or revise the Budget with the express prior written consent of the Required Lenders (in their sole discretion).

Section 19. Fees and Expenses.

The Company shall pay or reimburse when due all reasonable and documented fees and expenses of the following (regardless of whether such fees and expenses were incurred before or after the Petition Date): (a) one (1) primary counsel and one (1) local counsel for all Consenting Equity Holders and (b) one (1) primary counsel, one (1) bankruptcy counsel, any local counsel that may be required, and one (1) financial advisor for the Consenting Lenders (collectively, the "Consenting Lender Professionals"). The Company agrees (x) that notwithstanding any applicable restriction in the Security Deposit Agreement (which, by their execution of this Agreement and upon the occurrence of the RSA Effective Date, is hereby waived by the Consenting Lenders solely for the purpose set forth in this clause (x)), to pay within three (3) Business Days of the RSA Effective Date all outstanding fees and expenses included in any invoices previously submitted to the MACH Gen Entities by White & Case LLP and any other Consenting Lender Professionals, and (y) thereafter to pay all reasonable and documented expenses of the Consenting Lender Professionals promptly upon submission of an invoice therefor and, if such invoice is submitted during the Chapter 11 Cases, in accordance with the Financing Orders. For the avoidance of doubt, nothing in this Section 19 shall be construed as limiting any of the Company's obligations under section 9.04 of the Existing First Lien Credit Agreement.

Section 20. Consents and Acknowledgments.

(a) Each Party irrevocably acknowledges and agrees that this Agreement is not and shall not be deemed to be a solicitation for consents to the Plan. The acceptance of the Plan by each of the Restructuring Support Parties will not be solicited until such Parties have received the Disclosure Statement and related ballots in accordance with applicable law (as provided under sections 1125(g) and 1126(b) of the Bankruptcy Code), and will be subject to sections 1125, 1126 and 1127 of the Bankruptcy Code.

(b) By executing this Agreement (including, for the avoidance of doubt, any entity that may execute this Agreement or a Transferee Joinder after the RSA Effective Date), each Consenting Equity Holder hereby irrevocably approves (i) the MACH Gen Entities' and Consenting Lenders' entry into the Talen Second Lien Facility, the Emergency Loan Amendment, and the Prepetition Amendment, the MACH Gen Entities' use of cash collateral and debtor in possession financing authorized by the Financing Orders and the DIP Credit Agreement, the MACH Gen Entities' and Consenting Lenders' entry into the DIP Credit Agreement, the New First Lien Credit Agreement, the New Second Lien Credit Agreement, the New LC Support Agreement, the New Intercreditor Agreement, the New First Lien Security Documents, and the New Second Lien Security Documents; (ii) in each case, the entry into the other documents related to the Financing Orders, the DIP Credit Agreement, the Emergency Loan Amendment, the Prepetition Amendment, the DIP Credit Agreement, the New First Lien Credit Agreement, the New Second Lien Facility, the New LC Support Agreement, the New Intercreditor Agreement, the New First Lien Security Documents, and the New Second Lien Security Documents; and (iii) the transactions contemplated by this Agreement, the Financing Orders, the DIP Credit Agreement, the Emergency Loan Amendment, the Prepetition Amendment, the DIP Credit Agreement, the New First Lien Credit Agreement, the New Second Lien Credit Agreement, the New LC Support Agreement, the New Intercreditor Agreement, the New First Lien Security Documents, and the New Second Lien Security Documents, in each case subject to the terms and conditions set forth herein.

(c) Each Consenting Equity Holder agrees that (i) its execution of this Agreement shall constitute its affirmative vote and written consent to the filing of the Chapter 11 Cases under Article 5.2 of the LLC Agreement, (ii) such affirmative vote and written consent shall be irrevocable and survive any Termination Date that may occur with respect to such Consenting Equity Holder, and (iii) such affirmative vote and written consent shall only expire upon the occurrence of the Outside Date,

if the Petition Date has not occurred prior to the Outside Date, or if this Agreement has not otherwise previously been terminated under Section 9, Section 10, Section 11 or Section 12.

Section 21. Representations and Warranties.

(a) Each Restructuring Support Party hereby represents and warrants on a several and not joint basis for itself and not any other person or entity that the following statements are true, correct, and complete as of the date hereof:

i. it has the requisite organizational power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its respective obligations under, this Agreement;

ii. the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate or other organizational action on its part;

iii. the execution, delivery and performance by it of this Agreement does not (A) violate any provision of law, rule, or regulation applicable to it or any of its affiliates, or its certificate of incorporation, or bylaws, or other organizational documents, or those of any of its affiliates, or (B) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it or any of its affiliates is a party (for the avoidance of doubt, the Parties agree that the execution, delivery and performance of this Agreement shall not itself result in a breach of or default under the Existing First Lien Credit Agreement by any party thereto;

iv. the execution, delivery, and performance by it of this Agreement does not require any registration or filing with, the consent or approval of, notice to, or any other action with any federal, state or other governmental authority or regulatory body, other than FERC and the FCC;

v. except as described on Schedule 1 hereto, it has no knowledge of any "Default" or "Event of Default" under the "Loan Documents," (as such terms are defined in the Prepetition First Lien Credit Agreement), which has occurred and is continuing in accordance with the terms of the Prepetition First Lien Credit Agreement;

vi. subject to the provisions of sections 1125 and 1126 of the Bankruptcy Code, this Agreement is the legally valid and binding obligation of it, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally, or by equitable principles relating to enforceability;

vii. it is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated under the Securities Act, with sufficient knowledge and experience to evaluate properly the terms and conditions of the Plan and this Agreement, and has been afforded the opportunity to discuss the Plan and other information concerning the MACH Gen Entities with the MACH Gen Entities' representatives, and to consult with its legal and financial advisors with respect to its investment decision to execute this Agreement, and it has made its own analysis and decision to enter into this Agreement and otherwise investigated this matter to its full satisfaction (subject to the review and investigation rights set forth in the Harquahala Reorganization Annex);

viii. it has been advised that (A) the offer and sale of any equity interest in any MACH Gen Entity in connection with the Restructuring has not been, and will not be, registered under the Securities Act and (B) the offering and issuance of any equity interests in any MACH Gen Entity in connection with the Restructuring is intended to be exempt from registration under the Securities Act pursuant to Section 4(a)(2) of the Securities Act and Regulation D thereunder or pursuant to section 1145 of the Bankruptcy Code; and

ix. it (A) either (1) is the sole owner of the claims and interests set forth on Exhibit S and in the amounts set forth therein, or (2) has all necessary investment or voting discretion with respect to the principal amount of claims and interests set forth on Exhibit S, and has the power and authority to bind the owner(s) of such claims and interests to the terms of this Agreement; and (B) is entitled (for its own accounts or for the accounts of such other owners) to all of the rights and economic benefits of such claims and interests.

(b) Each MACH Gen Entity (and not any other person or entity other than the MACH Gen Entities) hereby represents and warrants on a joint and several basis to each of the Restructuring Support Parties that the following statements are true, correct, and complete as of the date hereof:

i. it has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its respective obligations under, this Agreement;

ii. the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate or other organizational action on its part, including approval of each of the independent director(s) or manager(s), as applicable, of each of the corporate entities that comprise the MACH Gen Entities;

iii. the execution and delivery by it of this Agreement does not (A) violate its certificates of incorporation, or bylaws, or other organizational documents, or those of any of its affiliates, or (B) result in a breach of, or constitute (with due notice or lapse of time or both) a default (other than, for the avoidance of doubt, a default that would be triggered as a result of the Chapter 11 Cases or any MACH Gen Entity's undertaking to implement the Restructuring through the Chapter 11 Cases) under any material contractual obligation to which it or any of its affiliates is a party;

iv. the execution and delivery by it of this Agreement does not require any registration or filing with, the consent or approval of, notice to, or any other action with any federal, state or other governmental authority or regulatory body, other than, for the avoidance of doubt, the actions with governmental authorities or regulatory bodies required in connection with implementation of the Restructuring, including with FERC and the FCC;

v. except as disclosed to the Restructuring Support Parties and described on Schedule 1 annexed hereto, it has no knowledge of any "Default" or "Event of Default" under the "Loan Documents", as such terms are defined in the Prepetition First Lien Credit Agreement, which has occurred and is continuing;

vi. none of the MACH Gen Entities nor any director, officer, manager, or member of any MACH Gen Entity (in each case in each such person's capacity as a director, officer, or manager of such MACH Gen Entity) is aware of any fact or circumstance that would prevent any MACH Gen Entity (or any directors, officers, managers, or members of any MACH Gen Entity (in each case in each such person's capacity as a director, officer, or manager of such MACH Gen Entity)) from taking any actions, or refraining from taking any actions, under or in accordance with this Agreement or the Restructuring on the basis that such actions or the refraining from taking such actions would be inconsistent with such director's, officer's, manager's or member's fiduciary obligations under applicable law;

vii. (A) the offer and sale of any equity interests in any MACH Gen Entity in connection with the Restructuring has not been, and will not be, registered under the Securities Act and (B) the offering and issuance of any equity interests in any MACH Gen Entity in connection with the Restructuring is intended to be exempt from registration under the Securities Act pursuant to Section 4(2) of the Securities Act and Regulation D thereunder or pursuant to section 1145 of the Bankruptcy Code;

viii. subject to the provisions of sections 1125 and 1126 of the Bankruptcy Code, this Agreement is the legally valid and binding obligation of it, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally, or by equitable principles relating to enforceability;

ix. it has sufficient knowledge and experience to evaluate properly the terms and conditions of the Plan and this Agreement, and has been afforded the opportunity to consult, and has consulted, with its legal and financial advisors with respect to its decision to execute this Agreement, and it has made its own analysis and decision to enter into this Agreement and otherwise investigated this matter to its full satisfaction; and

x. Schedule 3 annexed hereto sets forth (A) each corporation, limited liability company, partnership, business association or other person in which the Company owns any direct or indirect equity interest including, without limitation, any entities that may or may not become debtors and debtors in possession in the Chapter 11 Cases, (B) the ownership interest therein of the MACH Gen Entities, and (C) the United States federal income tax status of the MACH Gen Entities as a corporation, limited liability company, partnership, or disregarded entity. Except as set forth on Schedule 3 (X) the Company owns, either directly or indirectly, all of the capital stock or other equity interests of the other MACH Gen Entities free and clear of all encumbrances, and (Y) there are no outstanding subscription rights, options, warrants, convertible or exchangeable securities, or other rights of any character whatsoever relating to issued or unissued capital stock or other equity interests of any MACH Gen Entity, or any commitments of any character whatsoever relating to issued or unissued capital stock or other equity interests of any MACH Gen Entity or pursuant to which any MACH Gen Entity is or may become bound to issue or grant additional shares of its capital stock or other equity interests or related subscription rights, options, warrants, convertible or exchangeable securities or other rights, or to grant preemptive rights. Except as set forth on Schedule 3 the Company owns or has the license to all assets used in the business as it is currently conducted, except for certain de minimis assets worth, in the aggregate, less than $250,000.

(c) Each Talen Entity hereby represents and warrants on a joint and several basis to each of the Restructuring Support Parties that the following statements are true, correct, and complete as of the date hereof:

i. it has the requisite corporate and organizational power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its respective obligations under, this Agreement;

ii. the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate or other organizational action on its part;

iii. the execution, delivery and performance by it of this Agreement does not (A) violate any provision of law, rule, or regulation applicable to it or any of its affiliates, or its certificate of incorporation, or bylaws, or other organizational documents, or those of any of its affiliates, or (B) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it or any of its affiliates is a party (other than, for the avoidance of doubt, a default that would be triggered as a result of the Chapter 11 Cases or any MACH Gen Entity's undertaking to implement the Restructuring through the Chapter 11 Cases);

iv. the execution, delivery, and performance by it of this Agreement does not require any registration or filing with, the consent or approval of, notice to, or any other action with any federal, state or other governmental authority or regulatory body, other than FERC and the FCC; and

v. Talen LC Provider (A) either (or both) (1) owns all Tax Allocation Claims and has good and marketable title to and interest in all such claims or (2) has the power and authority to bind all legal and beneficial owner(s) (including, without limitation, Talen Energy Corporation and the other Talen Tax Affiliates) of such claims to the terms of this Agreement (including any modifications or waivers of such owners' rights); and (B) is entitled (for its own account or for the accounts of such other owners) to all of the legal and beneficial rights to and interests in all Tax Allocation Claims.

(d) Each of the Parties acknowledges the additional representations and warranties made in the Harquahala Reorganization Annex with respect to the Reorganized New Harquahala Transfer (as defined in the Harquahala Reorganization Annex) subject to the terms, conditions and limitations set forth therein.

Section 22. Survival of Agreement

Each of the Parties acknowledges and agrees that this Agreement is being executed in connection with negotiations concerning a possible financial restructuring of the MACH Gen Entities and in contemplation of possible chapter 11 filings by the MACH Gen Entities and the rights granted in this Agreement are enforceable by each signatory hereto without approval of any court, including the Bankruptcy Court.

Section 23. Waiver.

If the transactions contemplated herein are or are not consummated, or following the occurrence of a Termination Date, if applicable, nothing herein shall be construed as a waiver by any Party of any or all of such Party's rights, other than as provided in Section 4, Section 20 or the Plan (to the extent that the

Plan is confirmed and consummated), and the Parties expressly reserve any and all of their respective rights. The Parties acknowledge that this Agreement and all negotiations relating hereto are subject to Federal Rule of Evidence 408 and any other applicable rules of evidence.

Section 24. Relationship Among Parties.

Notwithstanding anything herein to the contrary, the duties and obligations of the Restructuring Support Parties under this Agreement shall be several, not joint. No Party shall have any responsibility by virtue of this Agreement for any trading by any other entity. No prior history, pattern, or practice of sharing confidences among or between the Parties shall in any way affect or negate this Agreement.

Section 25. Specific Performance; Sole Remedy.

(a) It is understood and agreed by the Parties that money damages may be an insufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy of any such breach of this Agreement (excluding the Prepetition First Lien Credit Agreement, the DIP Credit Agreement and the New First Lien Credit Agreement to the extent any of the terms thereof are incorporated herein pursuant to Section 2, each of which such agreements once entered into (and approved by the Bankruptcy Court, if necessary) shall be governed exclusively by the terms set forth therein and, to the extent applicable, the Financing Orders), including, without limitation, an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder, including, without limitation, any obligations in respect of the First Lien Step-In Right set forth in Section 4 and Section 7 hereof.

(b) In the event of a Talen/Company Walkaway, the only remedy available to the Consenting Lenders with respect to the Talen Lender or the Talen LC Provider shall be either (1) the exercise of the First Lien Step-In Right in accordance with the terms of this Agreement and the Plan or (2) the termination of this Agreement pursuant to Section 9 hereof. For the avoidance of doubt, in the event of a Talen/Company Walkaway, neither the Talen Lender nor the Talen LC Provider shall be under any obligation to enter into or perform under the New Second Lien Facility or the New LC Support Agreement.

Section 26. Governing Law & Jurisdiction.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. By its execution and delivery of this Agreement, each Party irrevocably and unconditionally agrees for itself that any legal action, suit, or proceeding against it with respect to any matter arising under or arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered in any such action, suit, or proceeding, may be brought in the United States District Court for the District of Delaware, and by executing and delivering this Agreement, each of the Parties irrevocably accepts and submits itself to the exclusive jurisdiction of such court, generally and unconditionally, with respect to any such action, suit or proceeding. Notwithstanding the foregoing consent to Delaware jurisdiction, if the Chapter 11 Cases are commenced, each Party agrees that the Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of or in connection with this Agreement. By executing and delivering this Agreement, and upon commencement of the Chapter 11 Cases, each of the Parties irrevocably and unconditionally submits to the personal jurisdiction of the Bankruptcy Court solely for purposes of any action, suit, proceeding, or other contested matter arising out of or relating to this Agreement, or for recognition or enforcement of any judgment rendered or order entered in any such action, suit, proceeding or other contested matter.

Section 27. Waiver of Right to Trial by Jury.

Each of the Parties waives any right to have a jury participate in resolving any dispute, whether sounding in contract, tort or otherwise, between any of the Parties arising out of, connected with, relating to or incidental to the relationship established between any of them in connection with this Agreement. Instead, any disputes resolved in court shall be resolved in a bench trial without a jury.

Section 28. Successors and Assigns.

Except as otherwise provided in this Agreement, this Agreement is intended to bind and inure to the benefit of each of the Parties and each of their respective permitted successors, assigns, heirs, executors, administrators, and representatives.

Section 29. No Third-Party Beneficiaries.

Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties and no other person or entity shall be a third-party beneficiary of this Agreement.

Section 30. Notices.

All notices (including, without limitation, any notice of termination or breach) and other communications from any Party hereunder shall be in writing and shall be deemed to have been duly given if personally delivered by courier service, messenger, email, or facsimile to the other Parties at the applicable addresses below, or such other addresses as may be furnished hereafter by notice in writing. Any notice of termination or breach shall be delivered to all other Parties.

(a) If to any MACH Gen Entity:

John Chesser
Chief Financial Officer
New MACH Gen LLC
1780 Hughes Landing
Suite 800
The Woodlands, TX 77380

With a copy to:

Young Conaway Stargatt & Taylor, LLP
Rodney Square
1000 North King Street
Wilmington, DE 19801

(b) If to the Consenting Lenders:

c/o CLMG Corp., as administrative agent and collateral agent
7195 Dallas Parkway
Plano, TX 75024
Attn: Mr. James Erwin
Telephone: (469) 467-5414
Facsimile: (469) 467-5550
Email: jerwin@clmgcorp.com

With a copy to (as applicable):

Beal Bank USA
Beal Bank, SSB
c/o CSG Investments Inc.
6000 Legacy Drive
Plano, TX 75024
Attn: Mr. Jacob Cherner
Telephone: (469) 467-5563
Facsimile: (469) 241-9567
Email: jcherner@csginvestments.com

With a copy to:

CSG Investments Inc.
6000 Legacy Drive
Plano, TX 75024
Attn: Mr. Steve Harvey
Telephone: (469) 467-5651
Facsimile: (469) 241-9567
Email: sharvey@csginvestments.com

With a copy to:

White & Case LLP
Southeast Financial Center, Suite 4900
200 South Biscayne Boulevard
Miami, FL 33131
Attn: Thomas E Lauria
Telephone: (305) 371-2700
Facsimile: (305) 358-5744
Email: tlauria@whitecase.com

White & Case LLP
1221 Avenue of the Americas
New York, NY 10020
Attn: Scott Greissman
Telephone: (212) 819-8200
Facsimile: (212) 354-8113
Email: sgreissman@whitecase.com

(c) If to the Consenting Equity Holders:

Thomas G. Douglass, Jr.
General Counsel
Talen Energy Supply, LLC
1780 Hughes Landing
Suite 800
The Woodlands, TX 77380
Email: legalservices@talenenergy.com

With a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
4 Times Square
New York, NY 10036
Attn: Lisa Laukitis
Telephone: (212) 735-3290
Facsimile: (212) 735-2000
Email: lisa.laukitis@skadden.com

Section 31. Entire Agreement.

This Agreement (including the Exhibits, Schedules and Annexes) constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, and understandings, whether written or oral, among the Parties with respect to the subject matter of this Agreement.

Section 32. Amendments.

Except as otherwise provided herein, this Agreement may not be modified, amended, amended and restated or supplemented without the express prior written consent of the MACH Gen Entities, the Required Lenders and the Required Equity Holders (in each case, in their sole discretion).

Section 33. Reservation of Rights.

(a) Except as expressly provided in this Agreement, including Section 7(a) of this Agreement, nothing herein is intended to, does or shall be deemed in any manner to waive, limit, impair or restrict the ability of each of the Restructuring Support Parties to protect and preserve its rights, remedies and interests, including, but not limited to, all of their rights and remedies under the Prepetition First Lien Credit Agreement and the other Loan Documents (as defined in the Prepetition First Lien Credit Agreement, the "Prepetition First Lien Documents"), including any such rights and remedies relating to Defaults or Events of Default or other events that may have occurred prior to the execution of this Agreement, any and all of its claims and causes of action against the MACH Gen Entities, any liens or security interests it may have in any assets of any of the MACH Gen Entities or any third parties, or its full participation in the Chapter 11 Cases, if commenced.

(b) Without limiting Sub-clause (a) of this Section 33 in any way, if the transactions contemplated by this Agreement are not consummated as provided herein, if a Termination Event occurs, or if this Agreement is otherwise terminated for any reason, the Restructuring Support Parties and the MACH Gen Entities each fully reserve any and all of their respective rights, remedies, and interests under the Prepetition First Lien Documents (and all documents executed and delivered in connection therewith), applicable law and in equity, subject to Section 23 of this Agreement.

Section 34. Counterparts.

This Agreement may be executed in one or more counterparts, each of which, when so executed, shall constitute the same instrument, and the counterparts may be delivered by facsimile transmission or by electronic mail in portable document format (.pdf).

Section 35. Public Disclosure.

This Agreement, as well as its terms, its existence and the existence of the negotiation of its terms are expressly subject to any existing confidentiality agreements executed by and among any of the Parties

as of the date hereof; provided, however, that after the commencement of solicitation on the Plan, the Parties may disclose the existence of, or the terms of, this Agreement, the Plan, the Disclosure Statement, or any other material term of the transaction contemplated herein without the express written consent of the other Parties; provided, further, that nothing in this Agreement shall prohibit any Restructuring Support Party from entering into discussions or negotiations with principals, employees, agents or professionals of the lenders and agent under the Prepetition First Lien Documents (provided that any such lender or agent is party to a confidentiality agreement with, or otherwise has an obligation of confidentiality to the Company), in furtherance and support of the Restructuring.

Section 36. Headings.

The section headings of this Agreement are for convenience of reference only and shall not, for any purpose, be deemed a part of this Agreement.

Section 37. Interpretation.

This Agreement is the product of negotiations among the Parties, and the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement or any portion hereof, shall not be effective in regard to the interpretation hereof.

[*Signatures and exhibits follow.*]

MACH Gen Entities

NEW MACH GEN, LLC

By:
Name: John Chesser
Title: Chief Financial Officer

MACH GEN GP, LLC

By:
Name: John Chesser
Title: Chief Financial Officer

MILLENNIUM POWER PARTNERS, L.P.

By:
Name: John Chesser
Title: Chief Financial Officer

NEW ATHENS GENERATING COMPANY, LLC

By:
Name: John Chesser
Title: Chief Financial Officer

NEW HARQUAHALA GENERATING COMPANY, LLC

By:
Name: John Chesser
Title: Chief Financial Officer

Consenting Lenders

BEAL BANK USA
as Term B Lender under the Existing First Lien Credit Agreement

Name: Jacob Cherner
Title: Authorized Signatory
Principal Amount of First Lien Term Loan Claims: $334,735,772.70
Percentage of Total Principal Amount: 71.96841%
In Each Case, as of June 4, 2018

BEAL BANK, SSB
as Term B Lender under the Existing First Lien Credit Agreement

Name: Jacob Cherner
Title: Authorized Signatory
Principal Amount of First Lien Term Loan Claims: $130,379,062.36
Percentage of Total Principal Amount: 28.03159%
In Each Case, as of June 4, 2018

BEAL BANK USA
as Revolving Credit Lender and Revolving Issuing Bank under the Existing First Lien Credit Agreement

Name: Jacob Cherner
Title: Authorized ~~Signature Pages~~ Signatory JC
Principal Amount of First Lien Revolver Claims: $132,953,263.52
Percentage of Total Principal Amount: 100%
In Each Case, as of June 4, 2018

Consenting Equity Holders

MACH GEN, LLC

By:
Name: Dale E. Lebsack Jr.
Title: President
Total Amount of Equity Interests: 100 Units
Percentage of Total Amount: 100%
In Each Case, as of [June 4], 2018

The provisions of this Agreement regarding the New Second Lien Facility, Talen/Company Walkaway, and First Lien Step-In Right, including, without limitation, Sections 4, 6, 7 and 25, are agreed and acknowledged, in each case in reliance on Section 25(b) hereof, by:

TALEN INVESTMENT CORPORATION

_____

By:
Name: Russell R. Clelland
Title: President

The provisions of this Agreement regarding the New LC Support Agreement, Talen/Company Walkaway, and First Lien Step-In Right, including, without limitation, Sections 4, 6, 7 and 25, are agreed and acknowledged, in each case in reliance on Section 25(b) hereof, by:

TALEN ENERGY SUPPLY, LLC

_____

By:
Name: Alejandro Hernandez
Title: Executive Vice President and Chief Financial Officer

Consenting Equity Holders

MACH GEN, LLC

_____

By:
Name:
Title:
Total Amount of Equity Interests: 100 Units
Percentage of Total Amount: 100%
In Each Case, as of June __, 2018

The provisions of this Agreement regarding the New Second Lien Facility, Talen/Company Walkaway, First Lien Step-In Right, and subordination of Tax Allocation Claims, including, without limitation, Sections 4, 6, 7, 8, 15, 21(c) and 25, are agreed and acknowledged, in each case in reliance on Section 25(b) hereof, by:

TALEN INVESTMENT CORPORATION

By:
Name: Russell R. Clelland
Title: President

The provisions of this Agreement regarding the New LC Support Agreement, Talen/Company Walkaway, First Lien Step-In Right, and subordination of Tax Allocation Claims, including, without limitation, Sections 4, 6, 7, 8, 15, 21(c) and 25, are agreed and acknowledged, in each case in reliance on Section 25(b) hereof, by:

TALEN ENERGY SUPPLY, LLC

_____

By:
Name:
Title:

Consenting Equity Holders

MACH GEN, LLC

_____

By:
Name:
Title:
Total Amount of Equity Interests: 100 Units
Percentage of Total Amount: 100%
In Each Case, as of June __, 2018

The provisions of this Agreement regarding the New Second Lien Facility, Talen/Company Walkaway, First Lien Step-In Right, and subordination of Tax Allocation Claims, including, without limitation, Sections 4, 6, 7, 8, 15, 21(c) and 25, are agreed and acknowledged, in each case in reliance on Section 25(b) hereof, by:

TALEN INVESTMENT CORPORATION

_____

By:
Name:
Title:

The provisions of this Agreement regarding the New LC Support Agreement, Talen/Company Walkaway, First Lien Step-In Right, and subordination of Tax Allocation Claims, including, without limitation, Sections 4, 6, 7, 8, 15, 21(c) and 25, are agreed and acknowledged, in each case in reliance on Section 25(b) hereof, by:

TALEN ENERGY SUPPLY, LLC

Alex Hernandez

_____

By:
Name: Alejandro Hernandez
Title: Executive Vice President and Chief Financial Officer

Annex A
to the
Restructuring Support Agreement

HARQUAHALA REORGANIZATION ANNEX

See Annex A to Plan

Schedule 1
to the
Restructuring Support Agreement

SCHEDULE OF DEFAULTS

Schedule 1
to the
Restructuring Support Agreement

SCHEDULE OF DEFAULTS

Capitalized terms used but not defined herein shall have the meaning given to them in the First Lien Credit and Guaranty Agreement, dated as of April 28, 2014 (as previously amended, amended and restated, supplemented or otherwise modified from time to time (the "Existing First Lien Credit Agreement"), among New MACH Gen, LLC, the Guarantors (as defined therein), the Lenders (as defined therein), the Revolving Issuing Bank (as defined therein), and CLMG Corp., in its capacity as administrative agent and collateral agent.

1. Any breach, Default or Event of Default under the Existing First Lien Credit Agreement (or any other Loan Document) as a direct result of the commencement of the Chapter 11 Cases (as defined in the Restructuring Support Agreement (as defined below)), the solvency of the Loan Parties, or the Loan Parties entering into or consummating the transactions contemplated by the Restructuring Support Agreement, dated as of the date hereof, among the Loan Parties, the Consenting Equity Holders (as defined therein), the Consenting Lenders (as defined therein) and the other parties thereto (the "Restructuring Support Agreement"), and the implementation of the Restructuring (as defined in the Restructuring Support Agreement).

2. Any breach, Default or Event of Default under the Existing First Lien Credit Agreement (or any other Loan Document) due to failure to disclose any FERC or New York Public Service Commission Governmental Authorization (together, the "FERC/NYPSC Governmental Authorizations") that is required in connection with the exercise of remedies by any Agent or the Lender Parties under the Loan Documents. The FERC/NYPSC Governmental Authorizations are required for the exercise by any Agent or any Lender Party of its rights under the Loan Documents, but were not included on Schedule 4.01(e) of the Existing First Lien Credit Agreement or otherwise excluded from the representation in Section 4.01(e)(i) of the Existing First Lien Credit Agreement.

3. Any breach, Default or Event of Default under the Existing First Lien Credit Agreement (or any other Loan Document) due to failure to include the New York State Department of Environmental Conservation Water Withdrawal Non-Public Permit on Schedule 4.01(e) of the Existing First Lien Credit Agreement. The New York State Department of Environmental Conservation Water Withdrawal Non-Public Permit is a Governmental Authorization that is required in connection with the operation of the Projects in accordance with applicable law and as otherwise contemplated by the Existing First Lien Credit Agreement.

4. Any breach, Default or Event of Default under the Existing First Lien Credit Agreement (or any other Loan Document) due to failure to include the Federal Communications Commission ("FCC") Radio Station Authorization for call sign WPXH251 (including any approval from the FCC for transfer of control of such Governmental Authorization and notice of such transfer at the time and to the extent required by applicable law) on

Schedule 4.01(e) of the Existing First Lien Credit Agreement. The FCC Radio Station Authorization for call sign WPXH251 (including approval for transfer of control and notice of such transfer) is a Governmental Authorization that is required in connection with the operation of the Projects in accordance with applicable law and as otherwise contemplated by the Existing First Lien Credit Agreement.

5. Any breach, Default or Event of Default under the Existing First Lien Credit Agreement (or any other Loan Document) due to failure to include any approval from the FCC for transfer of control of each of the Governmental Authorizations listed in clauses (a) through (i) below (collectively, the "FCC Governmental Authorizations") and notice of such transfer at the time and to the extent required by applicable law on Schedule 4.01(e) of the Existing First Lien Credit Agreement. The approval from the FCC for transfer of control of each of the FCC Governmental Authorizations and notice of such transfer is a Governmental Authorization that is required in connection with the operation of the Projects in accordance with applicable law and as otherwise contemplated by the Existing First Lien Credit Agreement.
    a. FCC Radio Station Authorization, FCC Registration No. 0010917367, call Sign WQFC610.
    b. FCC Radio Station Authorization, FCC Registration No. 0009404625, call Sign WPXJ490.
    c. FCC Radio Station Authorization, FCC Registration No. 0021663364, call Sign WPVA462
    d. FCC Radio Station Authorization, FCC Registration No. 0021663364, call Sign WPVA463.
    e. FCC Radio Station Authorization, FCC Registration No. 0021663364, call Sign WPVA496.
    f. FCC Radio Station Authorization, FCC Registration No. 0021663364, call Sign WPVA893.
    g. FCC Radio Station Authorization, FCC Registration No. 0004679452, call Sign WPPB657.
    h. FCC Radio Station Authorization, FCC Registration No. 0004679452, call Sign WQCQ909.
    i. FCC Radio Station Authorization, FCC Registration No. 0004679452, call Sign WQAF336.

6. Any breach, Default or Event of Default under the Existing First Lien Credit Agreement (or any other Loan Document) due to failure to include the Arizona Aquifer Protection Permit on Schedule 4.01(e) of the Existing First Lien Credit Agreement. The Arizona Aquifer Protection Permit is a Governmental Authorization that is required in connection with the operation of the Projects in accordance with applicable law and as otherwise contemplated by the Existing First Lien Credit Agreement.

7. Any breach, Default or Event of Default under the Existing First Lien Credit Agreement (or any other Loan Document) due to failure to include the Maricopa County Environmental Services Department Drinking Water Permit to Operate on Schedule 4.01(e) of the Existing First Lien Credit Agreement. The Maricopa County

Environmental Services Department Drinking Water Permit to Operate is a Governmental Authorization that is required in connection with the operation of the Projects in accordance with applicable law and as otherwise contemplated by the Existing First Lien Credit Agreement.

8. Any breach, Default or Event of Default under the Existing First Lien Credit Agreement (or any other Loan Document) due to failure to include the Maricopa County Environmental Services Department Authorization to Discharge Under a General Aquifer Protection Permit on Schedule 4.01(e) of the Existing First Lien Credit Agreement. The Maricopa County Environmental Services Department Authorization to Discharge Under a General Aquifer Protection Permit is a Governmental Authorization that is required in connection with the operation of the Projects in accordance with applicable law and as otherwise contemplated by the Existing First Lien Credit Agreement.

9. Any breach, Default or Event of Default under the Existing First Lien Credit Agreement (or any other Loan Document) due to failure to include the Massachusetts Department of Environmental Protection Final Massachusetts Budget Trading Program Emissions Control Plan Approval on Schedule 4.01(e) of the Existing First Lien Credit Agreement. The Massachusetts Department of Environmental Protection Final Massachusetts Budget Trading Program Emissions Control Plan Approval is a Governmental Authorization that is required in connection with the operation of the Projects in accordance with applicable law and as otherwise contemplated by the Existing First Lien Credit Agreement.

10. Any breach, Default or Event of Default under the Existing First Lien Credit Agreement (or any other Loan Document) due to the existence of underground or above ground storage tanks or surface impoundments, septic tanks, pits, sumps or lagoons described below in which Hazardous Materials are being or have been treated, stored or disposed of on property currently owned or operated by the Loan Parties. The existence of such Hazardous Materials was not described in the representations made by the Loan Parties in Section 4.01(o) of the Existing First Lien Credit Agreement.

ATHENS PROJECT

Indoor aboveground wastewater treatment tanks, including an ~8,000 gal. oil/water separator
Indoor concrete floor drains and wastewater treatment sump(s)
2 underground oil-water separators for stormwater discharge
1,500-gallon 50% sodium hydroxide solution AST
1,500-gallon caustic solution AST
2,500-gallon 37% to 42% ferric chloride solution AST
1,500-gallon caustic AST
500-gallon 94% sulfuric solution AST
A 4,000,000-gallon fuel oil AST (currently empty and closed with the State)
1,500-gallon 12% to 15% sodium hypochlorite solution AST
Three 9,100-gallon combustion turbine (CT) lube oil ASTs
Three 4,011-gallon steam turbine (ST) lube oil ASTs
Three 20,000-gallon 19% aqueous ammonia ASTs
A 500-gallon diesel AST

A 350-gallon diesel AST
Stormwater pond, which did contain rainwater mixed with propylene glycol (a non-hazardous substance that contribute to biological oxygen demand BOD) from a cooling system pipe leak.

MILLENNIUM PROJECT

Indoor concrete floor drains and wastewater sump(s)
An indoor underground oil-water separator for stormwater discharge
An empty 1,200,000-gallon No. 2 oil AST
A 20,300-gallon 19% aqueous ammonia AST
A 150-gallon aboveground oil/water separator (OWS)
A 6,500-gallon combustion turbine (CT) lube oil
A 1,000-gallon combustion turbine (CT) lube oil AST
A 4,700-gallon steam turbine (ST) lube oil AST
A 260-gallon lube oil AST
A 5,000-gallon sulfuric acid AST
A 4,400-gallon sodium hypochlorite AST
A 2,000-gallon water tower corrosion inhibitor AST
An 850-gallon water treatment AST
A 350-gallon diesel fuel AST

HARQUAHALA PROJECT

Zero liquid Discharge (ZLD) treatment tanks/vessels (above ground)
Indoor concrete floor drains and ZLD sump(s)
A 60,000 gallon 19% ammonium hydroxide AST
A 45,000 gallon Soda Ash AST
A 45,000 gallon hydrated lime AST
A 10,000 gallon magnesium chloride AST
3, 9,100 gallon lube oil ASTs
A 2,000 gallon and a 75 gallon sodium hypochlorite ASTs
2, 8,500 gallon, a 75 gallon and a 5,600 gallon 93% sulfuric acid ASTs
2, 8,500 gallon 12.5% sodium hypochlorite AST
3, 1,800 gallon oil reserve AST
3, 3,600 gallon lube oil ASTs
A 3,000 gallon ferric chloride AST
2, 1,550 scale/corrosion inhibitor ASTs
A 1,350 gallon and 2, 500 gallon diesel fuel ASTs
A 1,000 38% calcium chloride AST
A 385 gallon used oil AST
A 240 gallon gasoline AST
3, 100 gallon control oil ASTs
3, 200 gallon hydraulic oil ASTs
3, 1,880 gallon underground oil water separators
2, 625 gallon sodium hydroxide ASTs

11. Any breach, Default or Event of Default under the Existing First Lien Credit Agreement (or any other Loan Document) due to failure to include the real property owned by any

Loan Party described on the table below on Schedule 4.01(r) of the Existing First Lien Credit Agreement.

Tax ID	Owner of Record	Address	Acreage	Recording Info	County/State
62-A-3	Millennium Power Partners, L.P. 4/98	Southbridge Rd – Town of Charlton	1.82	Deed Book 79877, Pg 85	Worcester, MA
62-A-6.1	Millennium Power Partners, L.P.	Southbridge Rd – Town of Charlton	60.84	Deed Book 19877, Pg 65	Worcester, MA
104.00-3-28.21	New Athens Generating Company, LLC	Town of Athens – Vacant Land	49.99	Deed Book 1145, Pg 71	Greene, NY
121.00-3-21.21	New Athens Generating Company, LLC	Rt 9W – Vacant Land (small portion of plant sits on this parcel)	45.65	Deed Book 1145, Pg 71	Greene, NY
139.00-4-23	New Athens Generating Company, LLC	331 Rte 385 – Mfg housing (Ballard)	7.98	Deed Book 1145, Pg 71	Greene, NY
139.00-3-57	New Athens Generating Company, LLC	94 Thorpe Rd – Family Residential (Sopris)	5.68	Deed Book 1145, Pg 71	Greene, NY
139.00-3-55	New Athens Generating Company, L.P.	10 Hidden Dr – Family Residential (Stone House)	2.99	Deed Book 1145, Pg 71	Greene, NY
506-30-017-D	New Harquahala Generating Company, LLC	No Address – Vacant Land (surrounding plant site)	539.09	Instrument# 20061522668	Maricopa, AZ
401-47-048	New Harquahala Generating Company, LLC	No Address – Vacant Land	80	Instrument# 20061522668	Maricopa, AZ
401-47-047	New Harquahala Generating Company, LLC	No Address – Vacant Land	80	Instrument# 20061522668	Maricopa, AZ
401-47-049	New Harquahala Generating Company, LLC	No Address – Vacant Land	80	Instrument# 20061522668	Maricopa, AZ

12. Any breach, Default or Event of Default under the Existing First Lien Credit Agreement (or any other Loan Document) due to failure to include that certain Niagara-Athens Interconnection Facility and Interconnection Facility Premises Lease, dated October 12, 2007, by and between Athens and Niagara Mohawk Power Corporation, as a Material Contract on Schedule 4.01(t) of the Existing First Lien Credit Agreement.

13. Any breach, Default or Event of Default under the Existing First Lien Credit Agreement (or any other Loan Document) due to failure to include that certain SPPA-T3000 Life Cycle Maintenance Program (LCMP), dated May 1, 2013, by and between Siemens Energy, Inc. and Athens, as a Material Contract on Schedule 4.01(t).

14. Any breach, Default or Event of Default under the Existing First Lien Credit Agreement (or any other Loan Document) due to failure to include that certain Pipeline Crossing Agreement (No. NYC-038807), dated May 24, 2001, by and between CSX Transportation, Inc. and Athens Generating Company L.P., as amended by that Supplemental Agreement, dated February 14, 2002, as a Material Contract on Schedule 4.01(t) of the Existing First Lien Credit Agreement.

15. Any breach, Default or Event of Default under the Existing First Lien Credit Agreement (or any other Loan Document) due to failure to include that certain Wireline Crossing Agreement (No. NYC-039224), dated May 24, 2001, by and between CSX Transportation, Inc. and Athens Generating Company L.P., as amended by that Supplemental Agreement, dated February 14, 2002, as a Material Contract on Schedule 4.01(t) of the Existing First Lien Credit Agreement.

16. Any breach, Default or Event of Default under the Existing First Lien Credit Agreement (or any other Loan Document) due to failure to include that certain SPPA-T3000 Life Cycle Maintenance Program (LCMP), dated March 13, 2015, by and between Siemens Energy, Inc. and Millennium, as a Material Contract on Schedule 4.01(t) of the Existing First Lien Credit Agreement.

17. Any breach, Default or Event of Default under the Existing First Lien Credit Agreement (or any other Loan Document) due to failure to include that certain Agreement, dated November 5, 1998, by and between Millennium and the Town of Southbridge, MA, as a Material Contract on Schedule 4.01(t) of the Existing First Lien Credit Agreement.

18. Any breach, Default or Event of Default under the Existing First Lien Credit Agreement (or any other Loan Document) due to failure to include that certain SPPA-T3000 Life Cycle Maintenance Program Proposal, dated August 21, 2013, by and between Siemens Energy, Inc. and Harquahala, and related Purchase Orders, dated August 29, 2013, as a Material Contract on Schedule 4.01(t) of the Existing First Lien Credit Agreement.

19. Any breach, Default or Event of Default under the Existing First Lien Credit Agreement (or any other Loan Document) due to failure to include that certain Control Area Services Agreement, dated September 12, 2003, by and between Harquahala and Gridforce Energy Management, LLC (f/k/a Constellation Energy Control and Dispatch, LLC) as a Material Contract on Schedule 4.01(t) of the Existing First Lien Credit Agreement.

20. Any breach, Default or Event of Default under the Existing First Lien Credit Agreement (or any other Loan Document) due to the existence of three deposit accounts of the Loan Parties with Union Bank (the "Union Bank Accounts"). As of May 18, 2018, the Union Bank Accounts contained a total of $293,579, which includes (a) $94,525 in the Athens

account, (b) $76,402 in the Millennium account and (c) $122,652 in the Harquahala account. Such deposit accounts are permitted under Section 8(a) of the First Lien Security Agreement. However, the Union Bank Accounts are not described in the list of accounts that are described in the representations made by the Loan Parties in Section 9(f) of the First Lien Security Agreement and Section 4.01(u) of the Existing First Lien Credit Agreement. Any breach, Default or Event of Default under the Existing First Lien Credit Agreement (or any other Loan Document) due to the existence a fourth deposit account with Union Bank for purposes of utility deposits that has been opened by the Loan Parties as part of preparation for the transactions contemplated by the Restructuring Support Agreement.

21. Any breach, Default or Event of Default under the Existing First Lien Credit Agreement (or any other Loan Document) due to the Loan Parties failure to maintain insurance, with a sublimit of not less than $10,000,000 (non-aggregated), for on-site clean-up required as a result of the occurrence of an insured risk. The Loan Parties do not believe such insurance is required by Schedule 5.01(d), but the Schedule is ambiguous and the Loan Parties are therefore seeking waiver for the avoidance of doubt.

22. Any breach, Default or Event of Default under the Existing First Lien Credit Agreement (or any other Loan Document) due to the Loan Parties failure to enter into First Lien Consent and Agreements in respect of the Energy Management Agreements between each Project Company and Talen Energy Marketing, LLC, which were required to have been entered into under Section 5.03(f)(ii) of the Existing First Lien Credit Agreement.

23. Any breach, Default or Event of Default under the Existing First Lien Credit Agreement due to the Loan Parties' failure to deliver a certificate containing a certification of no Default or Event of Default in each of the certificates delivered in connection with audited 2017 and unaudited Q1 2018 financial statements delivered pursuant to Section 5.03 of the Existing Credit Agreement, transfer certificates or restoration requisitions under the Security Depository Agreement.

24. Any breach, Default or Event of Default under the Existing First Lien Credit Agreement due to the Loan Parties' failure to deliver a certificate containing a certification of no Default or Event of Default in connection with making a request on or about the date hereof that the expiration date of certain Revolving Letters of Credit issued under the Existing First Lien Credit Agreement be extended.

25. Any breach, Default or Event of Default under the Existing First Lien Credit Agreement due to the Borrower's failure to pay amounts of outstanding principal and interest on any Loan and any other outstanding costs and fees due and payable at 2:00 p.m. (New York City time) on May 30, 2018, it being understood that all such outstanding principal and interest and other outstanding costs and fees remain due and payable in accordance with the terms of the Pre-Petition First Lien Credit Agreement.

26. Any breach, Default or Event of Default under the Existing First Lien Credit Agreement due to the Loan Parties' failure to deliver notice of a breach, Default or Event of Default

under the Existing First Lien Credit Agreement in respect of any of the foregoing paragraphs 1-25 above or for making a representation regarding the non-existence of any breach, Default or Event of Default to the extent the same was not true due to any of the events described in paragraphs 1-25 above.

Schedule 2
to the
Restructuring Support Agreement

PERMISSIBLE TRANSFERS

None.

Schedule 3
to the
Restructuring Support Agreement

OWNERSHIP OF MACH GEN SUBSIDIARIES

The following entities are all of the subsidiaries of New MACH Gen, LLC ("MACH Gen") as of the date of the Agreement:

a. MACH Gen GP, LLC ("MACH Gen GP")
Jurisdiction of Organization: Delaware
Percentage of shares owned by MACH Gen: 100

b. Millennium Power Partners, L.P.
Jurisdiction of Organization: Delaware
Percentage of shares owned by MACH Gen: 0.5
Percentage of shares owned by MACH Gen GP: 99.5

c. New Harquahala Generating Company, LLC
Jurisdiction of Organization: Delaware
Percentage of shares owned by MACH Gen: 100

d. New Athens Generating Company, LLC
Jurisdiction of Organization: Delaware
Percentage of shares owned by MACH Gen: 100

Exhibit A
to the
Restructuring Support Agreement

PREPETITION AMENDMENT

AMENDED AND RESTATED FIRST LIEN CREDIT AND GUARANTY AGREEMENT

Dated as of June 4, 2018

Among

NEW MACH GEN, LLC

as Borrower

and

THE GUARANTORS NAMED HEREIN

as Guarantors

and

THE INITIAL LENDERS AND INITIAL REVOLVING ISSUING BANK NAMED HEREIN

as Initial Lenders and Initial Revolving Issuing Bank

and

CLMG CORP.

as First Lien Collateral Agent

and

CLMG CORP.

as Administrative Agent

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AMENDED AND RESTATED FIRST LIEN CREDIT AND GUARANTY AGREEMENT

AMENDED AND RESTATED FIRST LIEN CREDIT AND GUARANTY AGREEMENT, dated as of June 4, 2018 (the "***Restatement Date***"), among NEW MACH GEN, LLC, a Delaware limited liability company (the "***Borrower***"), the Guarantors (as hereinafter defined), the Lenders (as hereinafter defined), the Revolving Issuing Bank (as hereinafter defined), CLMG CORP., a Texas corporation ("***CLMG***"), as first lien collateral agent (together with any successor collateral agent appointed pursuant to Section 7 of the Intercreditor Agreement, the "***First Lien Collateral Agent***") for the First Lien Secured Parties (as hereinafter defined), and CLMG, as administrative agent (together with any successor administrative agent appointed pursuant to Article VII, the "***Administrative Agent***" and, together with the First Lien Collateral Agent, the "***Agents***") for the Lender Parties (as hereinafter defined).

PRELIMINARY STATEMENTS:

(1) Each of MACH Gen, LLC, a Delaware limited liability company ("***MACH Gen***") and the Guarantors (a) was a debtor in a case under chapter 11 of the Bankruptcy Code, jointly administered with the corresponding case of each other Loan Party, in the United States Bankruptcy Court for the District of Delaware (the "***Bankruptcy Court***"), and (b) was the proponent of a prepackaged plan of reorganization of such debtors (the "***Prior Plan of Reorganization***"), which Prior Plan of Reorganization was confirmed by the Bankruptcy Court by order dated April 11, 2014. The Borrower was formed as a subsidiary of MACH Gen and pursuant to the Prior Plan of Reorganization MACH Gen contributed all of its interests in the Guarantors to the Borrower.

(2) In order to satisfy certain conditions to effectiveness and consummation of the Prior Plan of Reorganization, the Borrower, a wholly-owned Subsidiary of MACH Gen, previously obtained first lien senior secured credit facilities under that certain First Lien Credit and Guaranty Agreement, dated as of April 28, 2014 (as amended, modified or supplemented prior to the date hereof, the "***Original Credit Agreement***"), among the Borrower, the Guarantors, CLMG, as First Lien Collateral Agent (as defined therein), CLMG, as Administrative Agent (as defined therein), and the Lender Parties (as defined therein) party thereto.

(3) It is contemplated that the Borrower and the Guarantors will file for prepackaged bankruptcy under chapter 11 of the Bankruptcy Code, and the Borrower and Beal Bank USA are co-proponents of the prepackaged plan of reorganization of such debtors (the "***New Restructuring***").

(4) In order to facilitate the New Restructuring, the Borrower and the Guarantors desire that the Administrative Agent, the Collateral Agent and the Lender Parties agree to amend and restate the Original Credit Agreement in its entirety as set forth herein.

(5) Upon the occurrence of the New Restructuring Effective Date, the Borrower shall be required to pay an Exit Fee. On the Restatement Date, the initial balance of the Exit Fee shall be equal to the sum of (i) $35,000,000 *plus* (ii) $14,696,593, which amount equals the amount of interest on the aggregate unpaid principal amount of the Loans from the period commencing on September 30, 2017 through the Restatement Date at a rate per annum equal to the Applicable Accrued Interest Margin *plus* interest accrued quarterly in accordance with the terms of Section 2.08(e) had such provision applied on and from September 30, 2017

with respect to the full outstanding principal amount of the Loans. On and after the Restatement Date, the Exit Fee shall be increased on each Interest Payment Date in the manner set forth in Section 2.07(b) and Section 2.08(e).

(6) As further described in, and subject to Section 9.17, it is the intention of each of the parties hereto that this Agreement (including all Exhibits and Schedules attached hereto) amend, restate, replace and supersede in its entirety the Original Credit Agreement (including all Exhibits and Schedules attached thereto).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

SECTION 1.01. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"***Accepting Lenders***" has the meaning specified in Section 2.06(c).

"***Accounts***" has the meaning specified in the Security Deposit Agreement.

"***Administrative Agent***" has the meaning specified in the recital of parties to this Agreement.

"***Administrative Agent's Account***" means the account of the Administrative Agent specified by the Administrative Agent in writing to the Lender Parties from time to time.

"***Affiliate***" means, as to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person or is a director or officer of such Person. For purposes of this definition, the term "control" (including the terms "*controlling*," "*controlled by*" and "*under common control with*") of a Person means the possession, direct or indirect, of the power to vote 15% or more of the Voting Interests of such Person or to direct or cause the direction of the management and policies of such Person, whether through the ownership of Voting Interests, by contract or otherwise.

"***Agents***" has the meaning specified in the recital of parties to this Agreement.

"***Agreement***" means this Amended and Restated First Lien Credit and Guaranty Agreement, as amended.

"***Agreement Value***" means, for each Hedge Agreement or Commodity Hedge and Power Sale Agreement, on any date of determination, the amount, if any, that would be payable by any Loan Party to its counterparty to such Hedge Agreement or Commodity Hedge and Power Sale Agreement, as the case may be, in accordance with its terms as if an Early Termination Event (as defined in the Intercreditor Agreement) has occurred on such date of determination.

"***Anti-Terrorism Laws***" means any of the following (a) the Anti-Terrorism Order, (b) the Terrorism Sanctions Regulations (Title 31 Part 595 of the US Code of Federal Regulations), (c) the Terrorism List Governments Sanctions Regulations (Title 31 Part 596 of the US Code of Federal Regulations), (d) the Foreign Terrorist Organizations Sanctions Regulations (Title 31 Part 597 of the US Code of Federal Regulations), (e) the Patriot Act, (f) all other present and future legal requirements of any Governmental Authority addressing, relating to, or attempting to eliminate, terrorist acts and acts of war, and (g) any regulations promulgated pursuant thereto or pursuant to any legal requirements of any Governmental Authority governing terrorist acts and acts of war.

"***Anti-Terrorism Order***" means Section 1 of Executive Order 13224 of September 24, 2001, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (Title 12, Part 595 of the US Code of Federal Regulations).

"***Applicable Accrued Interest Margin***" means 3.50% *per annum*.

"***Applicable Margin***" means, for the applicable period:

(a) for the period from and after the date of the Original Credit Agreement until and including September 30, 2017, (i) with respect to the Term B Facility, 5.50% *per annum* and (ii) with respect to the Revolving Credit Facility, (A) until the Revolving Credit Reduction Date, 4.75% *per annum* and (B) from and after the Revolving Credit Reduction Date, 4.25% *per annum*; and

(b) for the period from and after September 30, 2017, either

(I) if the Deferred Payment Date occurs other than as a result of the occurrence of the New Restructuring Effective Date, (i) with respect to the Term B Facility, 5.50% *per annum* and (ii) with respect to the Revolving Credit Facility, 4.25% *per annum*; or

(II) if the Deferred Payment Date occurs as a result of the occurrence of the New Restructuring Effective Date, (i) with respect to the Term B Facility, 2.50% *per annum* and (ii) with respect to the Revolving Credit Facility, 2.50% *per annum*.

"***Appropriate Lender***" means, at any time, with respect to (a) any of the Term B Facility or the Revolving Credit Facility, a Lender that has a Commitment with respect to such Facility at such time and (b) with respect to the Revolving Letter of Credit Facility, the Revolving Issuing Bank and each Revolving Credit Lender.

"***Approved Fund***" means any Fund that is administered or managed by (a) a Lender Party, (b) an Affiliate of a Lender Party or (c) an entity or an Affiliate of an entity that administers or manages a Lender Party.

"***Asset Sale***" has the meaning specified in the Security Deposit Agreement.

"***Assignment and Acceptance***" means an assignment and acceptance entered into by a Lender Party and an Eligible Assignee (with the consent of any party whose consent is required by Section 9.07 or by the definition of "***Eligible Assignee***"), and accepted by the Administrative Agent, in accordance with Section 9.07 and in substantially the form of Exhibit C hereto or any other form approved by the Administrative Agent.

"***Athens***" means New Athens Generating Company, LLC, a Delaware limited liability company and owner of the Athens Project.

"***Athens Cap Amount***" means, as of any date of determination, an amount equal to the product of (a) $447,900,000 *multiplied by* (b) a fraction, the numerator of which is the Outstanding Amount under this Agreement at such time and the denominator of which is the sum of (i) the total Outstanding Amount under this Agreement at such time and (ii) any outstanding First Lien Obligations under any First Lien Commodity Hedge and Power Sale Agreements, in each case, at such time.

"***Athens Project***" means the 1,080 MW natural gas/fuel oil-fired capable electric generating station located in Greene County, New York and all appurtenances thereto owned or operated by Athens, including electrical switchyards, electrical interconnections and fuel delivery and storage facilities.

"***Athens Water Supply Permits***" means, collectively, all Governmental Authorizations granting or otherwise conveying the water rights related to or associated with the Athens Project or the Athens Project site, including those water rights related to or associated with the fee owned real estate and such rights that are more particularly described as the Governmental Authorizations listed as items 4, 5 and 6 under the heading "ATHENS" on Schedule 4.01(e).

"***Available Amount***" of any Revolving Letter of Credit means, at any time, the maximum amount (whether or not such maximum amount is then in effect under such Revolving Letter of Credit if such maximum amount increases periodically pursuant to the terms of such Revolving Letter of Credit) available to be drawn under such Revolving Letter of Credit at such time (assuming compliance at such time with all conditions to drawing).

"***Bail-In Action***" means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"***Bail-In Legislation***" means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"***Bankruptcy Code***" means Title 11 of the United States Code entitled "*Bankruptcy*," as now and hereafter in effect, or any successor statute.

"***Bankruptcy Court***" has the meaning specified in the recitals to this Agreement.

"***Bankruptcy Law***" means the Bankruptcy Code and all other liquidation, conservatorship, bankruptcy, general assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"***Base Capex Amount***" has the meaning specified in Section 5.02(m).

"***Base Case Projections***" has the meaning specified in Section 3.01(a)(xi).

"***Borrower***" has the meaning specified in the recital of parties to this Agreement.

"***Borrowing***" means a Term B Borrowing, a Revolving Credit Borrowing or a Revolving Letter of Credit Borrowing, as the context may require.

"***Budget***" has the meaning specified in Section 5.03(d).

"***Business Day***" means a day of the year on which banks are not required or authorized by law to close in New York City or Las Vegas, Nevada, and, if the applicable Business Day relates to any Loans, on which dealings are carried on in the London interbank market.

"***Capacity***" means 1,080 MW in the case of Athens, 360 MW in the case of Millennium, and 1,092 MW in the case of Harquahala.

"***Capex Carryover Amount***" has the meaning specified in Section 5.02(m).

"***Capital Expenditures***" means, for any Person for any period, the sum of, without duplication, (a) all expenditures made, directly or indirectly, by such Person or any of its Subsidiaries during such period for equipment, fixed assets, real property or improvements, or for replacements or substitutions therefor or additions thereto, that have been or should be, in accordance with GAAP, reflected as additions to property, plant or equipment on a Consolidated balance sheet of such Person *plus* (b) the aggregate principal amount of all Debt (including Obligations under Capitalized Leases) assumed or incurred in connection with any such expenditures. For purposes of this definition, the purchase price of equipment that is purchased simultaneously with the trade-in of existing equipment or with insurance proceeds shall be included in Capital Expenditures only to the extent of the gross amount of such purchase price less the credit granted by the seller of such equipment for the equipment being traded in at such time or the amount of such proceeds, as the case may be.

"***Capital Expenditures for Investment***" means, in respect of any of the Loan Parties, the portions of such Loan Party's Capital Expenditures that are not Capital Expenditures for Maintenance.

"***Capital Expenditures for Maintenance***" means, in respect of any of the Loan Parties, Capital Expenditures that are customary for the operation and maintenance of any of the Projects at its Capacity in accordance with applicable law and Prudent Industry Practice and in the ordinary course of business consistent with past practice.

"***Capitalized Leases***" means all leases that have been or should be, in accordance with GAAP, recorded as capitalized leases.

"***Cash***" means money, currency or a credit balance in any demand account or deposit account.

"***Cash Equivalents***" has the meaning specified in the Security Deposit Agreement.

"***Cash Flow Available for Debt Service***" means funds applied to the repayment of the principal amount of Term B Loans that were transferred from the Revenue Account to (a) the First Lien Principal Payment Account (as defined in the Security Deposit Agreement) pursuant to priority *third* of Section 3.2 of the Security Deposit Agreement, (b) the voluntary prepayment of Term B Loans pursuant to priority *sixth* of Section 3.2 of the Security Deposit Agreement or (c) the Prepayment Account (as defined in the Security Deposit Agreement) on Cash Flow Payment Dates after the Effective Date pursuant to priority *eighth* of Section 3.2 of the Security Deposit Agreement.

"***Cash Flow Payment Date***" has the meaning specified in the Security Deposit Agreement.

"***Cash Sweep Percentage***" has the meaning specified in Section 2.06(b)(i).

"***Casualty Event***" has the meaning specified in the Security Deposit Agreement.

"***CERCLA***" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time.

"***CERCLIS***" means the Comprehensive Environmental Response, Compensation and Liability Information System maintained by the U.S. Environmental Protection Agency.

"***Change of Control***" means, at any time, any "*person*" or "*group*" (within the meaning of Rule 13(d) of the Exchange Act and the rules of the Securities and Exchange Commission thereunder as in effect on the Effective Date) other than any member or members of the Sponsor Group (a) shall have acquired ownership, directly or indirectly, beneficially or of record, of more than 50% on a fully diluted basis of the aggregate voting power represented by the issued and outstanding Equity Interests in the Borrower or (b) have acquired direct or indirect control of the Borrower. For the purposes of this definition, "***Control***" shall be defined to mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Borrower, whether through the ability to exercise voting power, contract or otherwise.

"***CLMG***" has the meaning specified in the recital of parties to this Agreement.

"***Collateral***" means the Equity Interests in the Borrower and all Property (including Equity Interests in any Guarantor) of the Loan Parties, now owned or hereafter acquired, other than Excluded Property.

"***Collateral Agent's Office***" means, with respect to the First Lien Collateral Agent or any successor First Lien Collateral Agent, the office of such Agent as such Agent may from time to time specify to the Borrower and the Administrative Agent.

"***Commitment***" means a Term B Commitment, a Revolving Credit Commitment or a Revolving Letter of Credit Commitment, as the context may require, and "***Commitments***" means, collectively, the Term B Commitment, the Revolving Credit Commitment and the Revolving Letter of Credit Commitment.

"***Commitment Reduction Amount***" has the meaning specified in Section 2.08(b)(i).

"***Commitment Reduction Date***" has the meaning specified in Section 2.08(b)(i).

"***Commodity Exchange Act***" means the Commodity Exchange Act (7 U.S.C § 1 et seq.), as amended from time to time, and any successor statute.

"***Commodity Hedge and Power Sale Agreement***" means any Non-Speculative swap, cap, collar, floor, future, option, spot, forward, power purchase and sale agreement, electric power generation capacity swap or purchase and sale agreement, fuel purchase and sale agreement, power transmission agreement, fuel transportation agreement, fuel storage agreement, or netting agreement or similar agreement entered into in respect of any commodity by any Loan Party in connection with any Permitted Trading Activity hedged with the same Commodity Hedge Counterparty under one master or implementation agreement, but excluding any Energy Management Agreement and any master or implementation agreements or transactions entered into pursuant to such Energy Management Agreement between any Loan Party and its counterparty to such Energy Management Agreement.

"***Commodity Hedge Counterparty***" means any Person that (a)(i) is a commercial bank, insurance company, investment fund or other similar financial institution or any Affiliate thereof which is engaged in the business of entering into Commodity Hedge and Power Sale Agreements, (ii) is any industrial or utility company or other company that enters into commodity hedges in the ordinary course of its business, or (iii) is either a load-serving entity that has received an order from a local commission or a municipal or cooperative entity that has been granted a monopoly franchise territory for retail electric sales and, in either case, the right to recover costs of purchased power in rates, and (b) in the case of (i) and (ii) only, at the time the applicable Commodity Hedge and Power Sale Agreement is entered into, has a Required Rating.

"***Communications***" has the meaning specified in Section 9.02(b).

"***Confidential Information***" means information that any Loan Party furnishes to any Agent or any Lender Party designated as confidential, but does not include any such information that is or becomes generally available to the public other than as a result of a breach by such Agent or any Lender Party of its obligations hereunder or that is or becomes available to such Agent or such Lender Party from a source other than the Loan Parties that is not, to the best of such Agent's or such Lender Party's knowledge, acting in violation of a confidentiality agreement with a Loan Party.

"***Consolidated***" refers to the consolidation of accounts in accordance with GAAP.

"***Contractual Obligations***" means, as applied to any Person, any provision of any Equity Interests issued by such Person or of any indenture, mortgage, deed of trust, contract, undertaking, agreement or other instrument to which such Person is a party or by which it or any of its Properties is bound.

"***Counterparty Collateral Accounts***" means cash collateral, lock-box, margin, clearing or similar accounts held in the name of a Loan Party and subject to a Permitted Lien pursuant to clause (d) of the definition thereof; *provided*, that the balance of any such account shall not exceed $250,000 at any time, and the aggregate balance of all such accounts shall not exceed $1,000,000 at any time.

"***Debt***" of any Person means, without duplication, (a) Debt for Borrowed Money of such Person, (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables not overdue (unless being contested in good faith by appropriate proceedings for which reserves and other appropriate provisions, if any, required by GAAP shall have been made) by more than 90 days incurred in the ordinary course of such Person's business), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all obligations of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all obligations of such Person as lessee under Capitalized Leases, (f) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interests in such Person or any other Person or any warrants, rights or options to acquire such Equity Interests, valued, in the case of Redeemable Preferred Interests, at the greater of its voluntary or involuntary liquidation preference *plus* accrued and unpaid dividends, (g) all obligations of such Person in respect of Hedge Agreements and Commodity Hedge and Power Sale Agreements, valued at the Agreement Value thereof, (h) all Guaranteed Debt of such Person and (i) all indebtedness and other payment obligations referred to in clauses (a) through (h) above of another Person secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any Lien on property (including, without limitation, accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such indebtedness or other payment obligations, not to exceed the value of the property on which such Lien exists.

"***Debt for Borrowed Money***" of any Person means, at any date of determination, the sum of (a) all items that, in accordance with GAAP, would be classified as indebtedness on a Consolidated balance sheet of such Person at such date, (b) all obligations of such Person under acceptance, letter of credit or similar facilities at such date and (c) all Synthetic Debt of such Person at such date.

"***Debt Service Reserve Account***" has the meaning specified in the Security Deposit Agreement.

"***Debt Service Reserve Requirement***" means $20,000,000, provided that from and after the first date on which the sale of (x) Millennium or the Millennium Project and (y) Harquahala or the Harquahala Project shall both have been consummated such amount shall be reduced to $10,000,000.

"***Declining Lender***" has the meaning specified in Section 2.06(c).

"***Default***" means any Event of Default or any event that would constitute an Event of Default but for the passage of time or the requirement that notice be given or both.

"***Default Interest***" has the meaning set forth in Section 2.07(c).

"***Defaulting Lender***" means, at any time, any Lender Party that, at such time, (a) fails to pay (other than as a result of a good faith dispute) any amount required to be paid by such Lender Party to any Revolving Issuing Bank under this Agreement (beyond any applicable cure period) or (b) shall take any action or be the subject of any action or proceeding of a type described in Section 6.01(f).

"***Deferred Payment Date***" means the earliest of (a) the New Restructuring Effective Date, (b) the date falling 180 days after any of the Borrower or the Guarantors file for bankruptcy under chapter 11 of the Bankruptcy Code, (c) thirty (30) days after the entry of the Interim Order (or such later date as the Required Lenders (as defined in the DIP Credit Agreement) may approve) if the Final Order has not been entered prior to the expiration of such period, (d) the occurrence of a Termination Date (as defined in the Interim Order and the Final Order) pursuant to clause (ii) of the definition thereof and (e) the date of termination of the Restructuring Support Agreement.

"***Deferred Stub Interest Payment Amount***" has the meaning set forth in Section 2.07(a)(iii)(B).

"***Depositary***" has the meaning specified in the Security Deposit Agreement.

"***DIP Credit Agreement***" means the debtor in possession credit agreement anticipated to be executed by and among the Borrower, the Guarantors (as defined therein), CLMG, in its capacities as administrative agent and collateral agent, and each of the banks, financial institutions, other institutional lenders and other parties party thereto from time to time, substantially in the form attached to the Restructuring Support Agreement as Exhibit G (and upon such execution, as executed and as amended).

"***Dollars***" and the sign "***$***" mean the lawful currency of the United States of America.

"***EDF***" means EDF Energy Services, LLC or any Affiliate of EDF Trading Limited.

"***EDF EMA***" means any Energy Management Agreement entered into between a Project Company and EDF.

"***EEA Financial Institution***" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA

Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"***EEA Member Country***" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"***EEA Resolution Authority***" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"***Effective Date***" has the meaning specified in Section 3.01.

"***Electric Interconnection and Transmission Agreements***" means each of: (a) that certain Interconnection Agreement dated April 27, 2001, effective May 15, 2001, by and between Athens and Niagara Mohawk Power Corporation in respect of the Athens Project; (b) that certain Special Protection System Engineering, Construction and Implementation Agreement, dated February 7, 2007, as amended and restated on December 21, 2012, by and between Athens and Niagara Mohawk Power Corporation d/b/a National Grid in respect of the Athens Project; (c) that certain Interconnection Service Agreement, dated November 26, 1997, by and between Millennium and New England Power Company in respect of the Millennium Project; (d) that certain Service Agreement for Network Integration Transmission Service, effective February 1, 2002, by and between Millennium and New England Power Company in respect of the Millennium Project; (e) that certain Amended and Restated Southwest Reserve Sharing Group Participation Agreement, effective June 28, 2017, by and among various participants in respect of the Harquahala Project; and (f) that certain ANPP Hassayampa Switchyard Interconnection Agreement, dated November 1, 2001, by and among various parties, including Salt River Project Agricultural Improvement and Power District and Harquahala in respect of the Harquahala Project.

"***Eligible Assignee***" means (a) a Lender Party; (b) an Affiliate of a Lender Party; (c) an Approved Fund; and (d) any other Person (other than an individual) approved by the Administrative Agent (such approval not to be unreasonably withheld or delayed); *provided*, *however*, that in the case of an assignment to any Person of (A) a Revolving Credit Commitment, the Revolving Issuing Bank shall have consented to such assignment (such approval of the Revolving Issuing Bank, not to be unreasonably withheld or delayed); *provided*, *further*, that (i) with respect to an assignment of a Revolving Letter of Credit Commitment, such Eligible Assignee must also be an Eligible Bank and (ii) no Loan Party or any of its Affiliates shall qualify as an Eligible Assignee under this definition.

"***Eligible Bank***" means (i) the Initial Revolving Issuing Bank or an Affiliate of the Initial Revolving Issuing Bank, or (ii) any bank or financial institution established under the laws of the United States, any State thereof or any other country that is a

member of the OECD which has a long term unsecured non-credit enhanced rating of A3 or higher from Moody's and A- or higher from S&P.

"***Energy Management Agreements***" means each energy management agreement or similar agreement (in each case including all master or implementation agreements and transactions thereunder (including relating to the purchase and sale of fuel or power or the transmission or transportation thereof) entered into pursuant to such Energy Management Agreement between any Loan Party and its counterparty to such Energy Management Agreement) entered into by a Loan Party with a counterparty, which counterparty shall (a) be Talen Energy Marketing, LLC (or any assignee or successor in interest with equal or better creditworthiness), for so long as Talen Energy Marketing, LLC or such assignee or successor in interest is an Affiliate of such Loan Party, or (b) have a Required Rating, in each case, for the management of Permitted Trading Activities of such Loan Party, which Energy Management Agreements include as of the date hereof: (i) that certain Power Sales and Energy Management Agreement, dated August 4, 2016, as amended on August 4, 2016, February 20, 2018, March 31, 2018, April 30, 2018 and May 31, 2018, by and between Talen Energy Marketing, LLC and Millennium in respect of the Millennium Project; and (ii) that certain Power Sales and Energy Management Agreement, dated September 1, 2016, as amended on September 1, 2016, February 20, 2018, March 31, 2018, April 30, 2018 and May 31, 2018, by and between Talen Energy Marketing, LLC and Athens in respect of the Athens Project.

"***Environmental Action***" means any action, suit, demand, demand letter, claim, written notice of non-compliance or violation, written notice of liability or potential liability, investigation, proceeding, consent order or consent agreement relating in any way to any Environmental Law, any Environmental Permit or Hazardous Material, including, without limitation, (a) by any governmental or regulatory authority for enforcement, cleanup, removal, response, remedial or other actions or damages and (b) by any governmental or regulatory authority or third party for damages, contribution, indemnification, cost recovery, compensation or injunctive relief.

"***Environmental Law***" means any Federal, state or local statute, law, ordinance, rule, regulation, code, order, writ, judgment, injunction or decree relating to pollution or protection of the environment or, as such relates to exposure to Hazardous Materials, health or natural resources, including, without limitation, those relating to the use, handling, transportation, treatment, storage, disposal, release or discharge of Hazardous Materials.

"***Environmental Permit***" means any permit, approval, identification number, license or other authorization required under any Environmental Law.

"***Equity Interests***" means, with respect to any Person, shares of capital stock of (or other ownership or profit interests in) such Person, warrants, options or other rights for the purchase or other acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or other acquisition from such Person of such shares (or such other interests), and other ownership or profit interests in

such Person (including, without limitation, partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are authorized or otherwise existing on any date of determination.

"***ERISA***" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

"***ERISA Affiliate***" means any Person that for purposes of Title IV of ERISA is a member of the controlled group of any Loan Party, or under common control with any Loan Party, within the meaning of Section 414 (b) or (c) of the Internal Revenue Code.

"***ERISA Event***" means (a)(i) the occurrence of a reportable event, within the meaning of Section 4043 of ERISA, with respect to any Plan unless the 30 day notice requirement with respect to such event has been waived by the PBGC or (ii) the requirements of Section 4043(b) of ERISA apply with respect to a contributing sponsor, as defined in Section 4001(a)(13) of ERISA, of a Plan, and an event described in paragraph (9), (10), (11), (12) or (13) of Section 4043(c) of ERISA is reasonably expected to occur with respect to such Plan within the following 30 days; (b) the application for a minimum funding waiver with respect to a Plan; (c) the provision by the administrator of any Plan of a notice of intent to terminate such Plan, pursuant to Section 4041(a)(2) of ERISA (including any such notice with respect to a plan amendment referred to in Section 4041(e) of ERISA); (d) the cessation of operations at a facility of any Loan Party or any ERISA Affiliate in the circumstances described in Section 4062(e) of ERISA; (e) the withdrawal by any Loan Party or any ERISA Affiliate from a Multiple Employer Plan during a plan year for which it was a substantial employer, as defined in Section 4001(a)(2) of ERISA; (f) the conditions for imposition of a lien under Section 303(k) of ERISA shall have been met with respect to any Plan; (g) the adoption of an amendment to a Plan requiring the provision of security to such Plan pursuant to Section 206(g)(5) of ERISA; or (h) the institution by the PBGC of proceedings to terminate a Plan pursuant to Section 4042 of ERISA, or the occurrence of any event or condition described in Section 4042 of ERISA that constitutes grounds for the termination of, or the appointment of a trustee to administer, such Plan.

"***EU Bail-In Legislation Schedule***" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"***Eurocurrency Liabilities***" has the meaning specified in Regulation D of the Board of Governors of the Federal Reserve System, as in effect from time to time.

"***Eurodollar Rate***" means, for any Interest Period in respect of a Loan, an interest rate *per annum* equal to the rate per annum obtained by dividing (a) the rate *per annum* (rounded upwards, if necessary, to the nearest 1/100 of 1%) equal to the London interbank offered rate administered by ICE Benchmark Administration (or any other person which takes over the administration of that rate) for deposits in U.S. Dollars displayed on the ICE LIBOR USD page ("***ICE LIBOR***") of the Reuters Screen (or any replacement Reuters page which displays that rate) or other commercially available source providing quotations of ICE LIBOR, as designated by the Administrative Agent

from time to time, at approximately 11:00 A.M. (London time) on the Interest Rate Determination Date for such Interest Period, as the London interbank offered rate for deposits in Dollars with a maturity corresponding to the applicable Eurodollar Rate Period, by (b) a percentage equal to 100% minus the Eurodollar Rate Reserve Percentage for such Interest Period, as applicable; provided that the Eurodollar Rate shall in no event be less than 0.00% per annum at any time. If at any time the Administrative Agent reasonably determines that (i) adequate and reasonable means do not exist for ascertaining the Eurodollar Rate and such circumstances are unlikely to be temporary or (ii) such circumstances have not arisen but the supervisor for the administrator of the Eurodollar Rate or a Governmental Authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which the Eurodollar Rate shall no longer be used for determining interest rates for loans, then the Administrative Agent and the Borrower shall enter into an amendment to this Agreement to establish an alternate rate of interest to the Eurodollar Rate that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loans in the United States, which amendment shall not require any further action or consent of any other party to this Agreement so long as the Required Lenders shall not have objected to such amendment within five Business Days of receiving notice thereof; provided, that if the Administrative Agent and the Borrower, following reasonable efforts, do not agree on an alternate rate of interest to the Eurodollar Rate and/or the Required Lenders shall have objected to the alternative rate of interest to the Eurodollar Rate, the Administrative Agent may select an alternate rate of interest to the Eurodollar Rate in its reasonable discretion taking into account current market standards.

"***Eurodollar Rate Period***" means, for any Interest Period in respect of a Loan, a period of twelve months.

"***Eurodollar Rate Reserve Percentage***" means, for any Interest Period in respect of a Loan, the reserve percentage applicable two Business Days before the first day of such Interest Period under regulations issued from time to time by the Board of Governors of the Federal Reserve System (or any successor) for determining the maximum reserve requirement (including, without limitation, any emergency, supplemental or other marginal reserve requirement) for a member bank of the Federal Reserve System in New York City with respect to liabilities or assets consisting of or including Eurocurrency Liabilities (or with respect to any other category of liabilities that includes deposits by reference to which the interest rate on Loans is determined) having a term equal to such Interest Period.

"***Event of Eminent Domain***" has the meaning specified in the Security Deposit Agreement.

"***Events of Default***" has the meaning specified in Section 6.01.

"***EWG***" has the meaning specified in Section 4.01(v).

"***Excluded G&A Services***" means (a) the following general and administrative services provided by the G&A Services Providers for the benefit of the Loan Parties: executive leadership, operations and maintenance and energy management oversight, in-house accounting, in-house legal, treasury, regulatory, and insurance administration

services, as well as overhead related to these general and administrative services (in accordance with past practice and currently projected in the amount of approximately $7,000,000 per year) and (b) any additional general and administrative services provided by the G&A Services Providers that are disclosed after the Restatement Date pursuant to Section 4.01(cc).

"***Excluded Property***" has the meaning specified in the Intercreditor Agreement.

"***Excluded Swap Obligation***" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guaranty (or any guarantee of such Guarantor in respect of any Swap Obligation under any Hedge Agreements and Commodity Hedge and Power Sale Agreements) of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation, or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of such Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation or at any other time as is required for purposes of the Commodity Exchange Act or regulations. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guarantee or security interest is or becomes illegal.

"***Existing Debt***" means the Debt of each Loan Party outstanding immediately before the occurrence of the Effective Date.

"***Existing Letters of Credit***" has the meaning specified in Section 2.03(e).

"***Existing Loan Parties***" has the meaning specified in Section 2.03(e).

"***Exit Fee***" means an initial amount as of the Restatement Date equal to $49,696,593. The outstanding balance of the Exit Fee shall be increased on each Interest Payment Date following the Restatement Date in the manner set forth in Section 2.07(b) and Section 2.08(e).

"***Facility***" means the Term B Facility, the Revolving Credit Facility or the Revolving Letter of Credit Facility, as the context may require, and "***Facilities***" means collectively, the Term B Facility, the Revolving Credit Facility and the Revolving Letter of Credit Facility.

"***FERC***" means the Federal Energy Regulatory Commission and its successors.

"***Final Order***" has the meaning specified in the DIP Credit Agreement.

"***First Lien Collateral Agent***" has the meaning specified in the recital of parties to this Agreement.

"***First Lien Collateral Documents***" means the First Lien Security Agreement, the Security Deposit Agreement, the First Lien Mortgages, each First Lien Consent and

Agreement, each of the collateral documents, instruments and agreements delivered pursuant to Section 5.01(j), and each other agreement that creates or purports to create a Lien in favor of the First Lien Collateral Agent for the benefit of the First Lien Secured Parties, in each case, as amended.

"***First Lien Commodity Hedge and Power Sale Agreement***" has the meaning specified in the Intercreditor Agreement.

"***First Lien Consent and Agreement***" means with respect to any Material Contract, (i) if such Material Contract is a Commodity Hedge and Power Sale Agreement, a consent and agreement in favor of the First Lien Collateral Agent (for the benefit of the First Lien Secured Parties) in substantially the form attached hereto as Exhibit F-1 and (ii) in the case of any other such Material Contract, a consent and agreement in favor of the First Lien Collateral Agent (for the benefit of the First Lien Secured Parties) in substantially the form attached hereto as Exhibit F-2 or, in either case, otherwise in form and substance reasonably satisfactory to the First Lien Collateral Agent and the Administrative Agent.

"***First Lien Mortgages***" means the Initial First Lien Mortgages and any other deed of trust, trust deed, mortgage, leasehold mortgage or leasehold deed of trust delivered from time to time after the date of the Original Credit Agreement pursuant to Section 5.01(j), in each case as amended.

"***First Lien Obligations***" has the meaning specified in the Intercreditor Agreement.

"***First Lien Secured Parties***" has the meaning specified in the Intercreditor Agreement.

"***First Lien Security Agreement***" means that certain First Lien Security Agreement, dated April 28, 2014, by the Borrower, the Guarantors and MACH Gen in favor of the First Lien Collateral Agent for the benefit of the First Lien Secured Parties, as amended.

"***Fiscal Quarter***" means a fiscal quarter of any Fiscal Year.

"***Fiscal Year***" means a fiscal year of the Borrower and its Subsidiaries ending on December 31 of each calendar year.

"***Floor Amount***" means with respect to any sale in respect of any Project or any Project Company pursuant to Section 5.02(e)(v), with respect to (i) the Athens Project or Athens, $600,000,000, (ii) the Millennium Project or Millennium, $150,000,000 and (iii) the Harquahala Project or Harquahala, $300,000,000.

"***FPA***" means the Federal Power Act, as amended.

"***Fronting Bank***" has the meaning specified in Section 2.03(j)(iii).

"***Fund***" means any Person (other than an individual) that is or will be engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course.

"***G&A Services Providers***" means each Person in the Sponsor Group other than the Loan Parties.

"***GAAP***" has the meaning specified in Section 1.03.

"***Gas Interconnection Agreements***" means each of: (a) that certain Letter Agreement, dated November 6, 1997, by and between Millennium and Tennessee Gas Pipeline Company regarding reimbursement and installation of facilities in respect of the Millennium Project; (b) that certain Balancing Agreement, dated March 15, 2000, by and between Millennium and Tennessee Gas Pipeline Company in respect of the Millennium Project; (c) that certain Interconnection Facilities Agreement, dated October 24, 2001, by and between Athens and Iroquois Gas Transmission System, LP in respect of the Athens Project; (d) that certain Operations and Maintenance Agreement for the Athens Interconnection Facility, dated October 24, 2001, by and between Athens and Iroquois Gas Transmission System, LP in respect of the Athens Project; (e) that certain Operational Balancing Agreement, dated October 24, 2001, by and between Athens and Iroquois Gas Transmission System, LP in respect of the Athens Project; (f) that certain Letter Agreement, dated November 27, 2000, by and between Harquahala and El Paso Natural Gas Company in respect of the Harquahala Project; and (g) that certain Operational Balancing Agreement, dated February 28, 2003, between Harquahala and El Paso Natural Gas Company in respect of the Harquahala Project.

"***Governmental Authority***" means any nation or government, any state, province, city, municipal entity or other political subdivision thereof, and any governmental, executive, legislative, judicial, administrative or regulatory agency, department, authority, instrumentality, commission, board, bureau or similar body, whether federal, state, provincial, territorial, local or foreign.

"***Governmental Authorization***" means any authorization, approval, consent, franchise, license, covenant, order, ruling, permit, certification, exemption, notice, declaration or similar right, undertaking or other action of, to or by, or any filing, qualification or registration with, any Governmental Authority.

"***Granting Lender***" has the meaning specified in Section 9.07(l).

"***Guaranteed Debt***" means, with respect to any Person, any obligation or arrangement of such Person to guarantee or otherwise assure payment of any Debt ("***primary obligations***") of any other Person (the "***primary obligor***") in any manner, whether directly or indirectly, including, without limitation, (a) the direct or indirect guarantee, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of a primary obligor, (b) the obligation to make take-or-pay or similar payments, if required, regardless of nonperformance by any other party or parties to an agreement or (c) any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (A) for the purchase or payment of any such primary obligation or (B) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor or (iii) otherwise to assure or hold harmless the holder of such primary obligation against loss in

respect thereof. The amount of any Guaranteed Debt shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guaranteed Debt is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable pursuant to the terms of the instrument evidencing such Guaranteed Debt) or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder), as determined by such Person in good faith.

"***Guaranteed Obligations***" has the meaning specified in Section 8.01(a).

"***Guarantors***" means MACH Gen GP, LLC and each of the Project Companies.

"***Guaranty***" means the guaranty of the Guarantors set forth in Article VIII.

"***Harquahala***" means New Harquahala Generating Company, LLC, a Delaware limited liability company and owner of the Harquahala Project.

"***Harquahala Project***" means the 1,092 MW natural gas/fuel oil-fired electric generating station located in Maricopa County, Arizona and all appurtenances thereto owned or operated by Harquahala, including electrical switchyards, electrical interconnections and fuel delivery and storage facilities.

"***Harquahala Reorganization***" means the distribution of Harquahala's equity to the holders of the First Lien Term Loan Claims (as defined in the New Plan of Reorganization) or their designee pursuant to, and in exchange for the consideration set forth in, the New Plan of Reorganization.

"***Harquahala Reorganization Annex***" means Annex A to the Restructuring Support Agreement and Annex A to the New Plan of Reorganization.

"***Harquahala TO Agreement***" means that certain Transmission Owner/Operator Services Agreement, dated May 5, 2008, as extended pursuant to (a) the letter agreement dated April 11, 2011, (b) the letter agreement dated December 12, 2012, (c) the letter agreement dated October 29, 2013, (d) the letter agreement dated September 14, 2015, (e) the letter agreement dated December 29, 2016, (f) the letter agreement dated September 27, 2017, (g) the letter agreement dated January 30, 2018, (h) the letter agreement dated February 27, 2018 and (i) the letter agreement dated April 25, 2018, by and between Harquahala and Gridforce Energy Management, LLC (f/k/a Constellation Energy Control and Dispatch, LLC) in respect of the Harquahala Project.

"***Hazardous Materials***" means (a) petroleum or petroleum products, by-products or breakdown products, radioactive materials, asbestos-containing materials and polychlorinated biphenyls and (b) any other chemicals, materials or substances designated, classified or regulated as hazardous or toxic or as a pollutant or contaminant under any Environmental Law.

"***Hedge Agreements***" means interest rate swap, cap or collar agreements, interest rate future or option contracts, currency swap agreements, currency future or option contracts and other hedging agreements but excluding any Commodity Hedge and Power Sale Agreement.

"***Honor Date***" has the meaning specified in Section 2.03(d)(i).

"***IDA Lease***" means that certain Lease Agreement, dated December 1, 2001, amended and restated on May 1, 2003, by and between the Greene County Industrial Development Agency, as landlord, and Athens, as tenant, in respect of the Athens Project, as amended.

"***Indemnified Costs***" has the meaning specified in Section 7.05(a).

"***Indemnified Party***" has the meaning specified in Section 9.04(b).

"***Independent Insurance Consultant***" means any independent insurance consultant reasonably acceptable to the Administrative Agent retained on behalf of or for the benefit of the Lender Parties from time to time, including, as of the date of the Original Credit Agreement, Moore-McNeil, LLC.

"***Initial Extension of Credit***" means the earlier to occur of the initial Borrowing and the initial issuance of a Letter of Credit hereunder.

"***Initial First Lien Mortgages***" means, with respect to: (a) the Athens Project, (i) the Fee and Leasehold Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (New York) by Athens and by Greene County Industrial Development Agency to CLMG, as collateral agent, dated as of April 28, 2014, and (ii) the First Lien Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (New York) by Athens to CLMG, as collateral agent, dated as of April 28, 2014; (b) the Harquahala Project, the First Lien Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing (Arizona) by Harquahala to Fidelity National Title Insurance Company, for the benefit of CLMG, as collateral agent, dated as of April 28 ,2014; and (c) the Millennium Project, the First Lien Fee and Leasehold Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (Massachusetts) by Millennium to CLMG, as collateral agent, dated as of April 28, 2014.

"***Initial Lender Parties***" means the Initial Revolving Issuing Bank and the Initial Lenders.

"***Initial Lenders***" means the banks, financial institutions and other institutional lenders listed on the signature pages hereof as the Initial Lenders.

"***Initial Operating Budget***" has the meaning specified in Section 3.01(a)(xi).

"***Initial Pledged Debt***" has the meaning specified in the First Lien Security Agreement.

"***Initial Pledged Equity***" has the meaning specified in the First Lien Security Agreement.

"***Initial Revolving Issuing Bank***" means the bank listed on the signature pages hereof as the Initial Revolving Issuing Bank.

"***Insufficiency***" means, with respect to any Plan, the amount, if any, of its unfunded benefit liabilities, as defined in Section 4001(a)(18) of ERISA.

"***Intercreditor Agreement***" means that certain Collateral Agency and Intercreditor Agreement, dated as of April 28, 2014, by and among the Borrower, the Guarantors, the First Lien Collateral Agent, the Administrative Agent, as First Lien Administrative Agent, and the other Persons party thereto from time to time, as amended.

"***Interest Payment Date***" means, with respect to any Loan, the last day of each March, June, September and December; *provided*, that, in addition to the foregoing, in each case, each of (x) the date upon which the Loan has been paid in full, or has been prepaid in full or in part pursuant to Section 2.06, (y) the Term B Maturity Date, and (z) the Revolving Credit Termination Date shall be deemed to be an "Interest Payment Date" with respect to any interest that has then accrued under this Agreement.

"***Interest Period***" means, for each Loan, the period commencing on the date of such Loan, and, thereafter, each subsequent period commencing on the day following the last day of the immediately preceding Interest Period, and ending on the last day of the period determined pursuant to the provisions below.

(a) Interest Periods commencing on the same date shall be of the same duration;

(b) the initial Interest Period for any Term B Loan shall end on the Interest Payment Date occurring in December in the calendar year in which such Loan is made and the initial Interest Period for any Revolving Credit Loan shall end on the one-year anniversary of such Revolving Credit Loan;

(c) whenever the last day of any Interest Period would otherwise occur on a day other than a Business Day, the last day of such Interest Period shall be extended to occur on the next succeeding Business Day; *provided*, *however*, that, if such extension would cause the last day of such Interest Period to occur in the next following calendar month, the last day of such Interest Period shall occur on the next preceding Business Day;

(d) (i) no Interest Period for a Term B Loan may end later than the Term B Maturity Date and (ii) no Interest Period for a Revolving Credit Loan or Revolving Letter of Credit Loan may end later than the Revolving Credit Termination Date; and

(e) whenever the first day of any Interest Period occurs on a day of an initial calendar month for which there is no numerically corresponding day in the calendar month that succeeds such initial calendar month by the number of months equal to the number of months in such Interest Period, such Interest Period shall end on the last Business Day of such succeeding calendar month.

"***Interest Rate Determination Date***" means, with respect to any Interest Period, the date that is two Business Days prior to the first day of such Interest Period.

"***Interim Order***" has the meaning specified in the DIP Credit Agreement.

"***Internal Revenue Code***" means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

"***Investment***" in any Person means any loan or advance to such Person, any purchase or other acquisition of any Equity Interests or Debt or the assets comprising a division or business unit or a substantial part or all of the business of such Person, any capital contribution to such Person or any other direct or indirect investment in such Person, including, without limitation, any acquisition by way of a merger or consolidation (or similar transaction) and any arrangement pursuant to which the investor incurs Debt of the types referred to in clause (h) or (i) of the definition of "***Debt***" in respect of such Person.

"***L/C Disbursement***" means a payment or disbursement made by the Revolving Issuing Bank pursuant to a Revolving Letter of Credit.

"***L/C Related Documents***" has the meaning specified in Section 2.03(g)(i).

"***Lender Party***" means any Lender or any Revolving Issuing Bank.

"***Lenders***" means the Initial Lenders and each Person that shall become a Lender hereunder pursuant to Section 9.07 for so long as such Person shall be a party to this Agreement.

"***Lending Office***" means, with respect to any Lender, the office of such Lender specified as its "*Lending Office*" opposite its name on Schedule I hereto or in the Assignment and Acceptance pursuant to which it became a Lender, or such other office of such Lender as such Lender may from time to time specify to the Borrower and the Administrative Agent.

"***Liability Amount***" means the amount that a Loan Party would owe under an Energy Management Agreement to the counterparty thereunder upon the termination of such Energy Management Agreement.

"***Lien***" means, with respect to any Property, (a) any mortgage, deed of trust, deed to secure debt, lien (statutory or otherwise), pledge, hypothecation, encumbrance, collateral assignment, charge or security interest in, on or of such Property, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing), relating to such Property, and (c) in the case of Equity Interests or debt securities, any purchase option, call or similar right of a third party with respect to such Equity Interests or debt securities. For the avoidance of doubt, "***Lien***" shall not include any netting or set-off arrangements under any Contractual Obligation (other than Contractual Obligations constituting Debt for Borrowed Money) otherwise permitted under the terms of the Loan Documents.

"***Loan***" means a Term B Loan, a Revolving Credit Loan or a Revolving Letter of Credit Loan, as the context may require, and "***Loans***" means collectively the Term B Loans, the Revolving Credit Loans and the Revolving Letter of Credit Loans.

"***Loan Documents***" means (a) this Agreement, (b) the Notes, (c) the Guaranty, (d) the Intercreditor Agreement, (e) the First Lien Collateral Documents and (f) any other document that is executed in connection with the transactions contemplated herewith or

therewith and is deemed in writing by the Borrower and the Administrative Agent to constitute a Loan Document, in each case, for clauses (a) through (f), as amended.

"***Loan Parties***" means the Borrower and the Guarantors.

"***LTSAs***" means each of: (a) that certain Second Amended and Restated Term Warranty Contract, by and between Siemens Energy, Inc. and Athens, effective as of July 25, 2016, in respect of the Athens Project; (b) that certain Amended and Restated Term Warranty Contract, by and between Siemens Energy, Inc. and Harquahala, effective as of September 28, 2017, in respect of the Harquahala Project and (c) that certain Second Amended and Restated Term Warranty Contract, by and between Siemens Energy, Inc. and Millennium, effective as of July 25, 2016, in respect of the Millennium Project.

"***MACH Gen***" has the meaning specified in the recitals to this Agreement.

"***Margin Stock***" has the meaning specified in Regulation U.

"***Material Adverse Change***" means any change, occurrence or development (including, without limitation, as a result of regulatory changes applicable to the Borrower or any of its Subsidiaries) that has had or could reasonably be expected to have a Material Adverse Effect.

"***Material Adverse Effect***" means a material adverse effect on (a) the financial condition, business, results or operations of the Borrower and its Subsidiaries, taken as a whole, (b) the rights and remedies of any Agent or the Lender Parties, taken as a whole, under any Loan Document or (c) the ability of the Loan Parties to perform their respective Obligations under the Loan Documents; *provided*, that the solvency of the Loan Parties, shall not constitute a Material Adverse Effect under clause (a) or (c) above.

"***Material Contract***" means each of (a) the Electric Interconnection and Transmission Agreements, (b) the Gas Interconnection Agreements, (c) the Water Supply Contracts, (d) the LTSAs, (e) any Commodity Hedge and Power Sale Agreement with a term in excess of one year after the first delivery or settlement thereunder, (f) the IDA Lease and the PILOT Documents, (g) the Millennium Lease, the Millennium Agreement and the Millennium Decommissioning Agreement, (h) the O&M Agreements, (i) the Energy Management Agreements, (j) the Harquahala TO Agreement, and (k) any other Contractual Obligation (other than any Loan Document or the Restructuring Support Agreement) entered into after the date of the Original Credit Agreement by any Loan Party for which breach, nonperformance or cancellation could reasonably be expected to have a Material Adverse Effect or materially impair or interfere with the operations of the Project Company to which such Contractual Obligation relates.

"***Maximum Potential Exposure***" means, with respect to any Commodity Hedge and Power Sale Agreement, an amount equal to the maximum potential exposure of the Loan Parties to the Commodity Hedge Counterparty as determined pursuant to such Commodity Hedge and Power Sale Agreement.

"***Millennium***" means Millennium Power Partners, L.P., a Delaware limited partnership and owner of the Millennium Project.

"***Millennium Agreement***" means that certain Agreement, dated March 6, 1997, by and between Millennium and Town of Charlton, Massachusetts in respect of the Millennium Project.

"***Millennium Decommissioning Agreement***" means that certain Decommissioning Agreement, dated November 25, 1997, by and between Millennium and Town of Charlton, Massachusetts in respect of the Millennium Project.

"***Millennium Lease***" means that certain Lease agreement, dated as of August 31, 1998, by and between the Town of Southbridge, Massachusetts and Millennium, in respect of the Millennium Project, as amended.

"***Millennium Project***" means the 360 MW natural gas/fuel oil-fired capable electric generating station located in Worcester County, Massachusetts and all appurtenances thereto owned or operated by Millennium, including electrical switchyards, electrical interconnections and fuel delivery and storage facilities.

"***Moody's***" means Moody's Investors Service, Inc.

"***Multiemployer Plan***" means a multiemployer plan, as defined in Section 4001(a)(3) of ERISA, to which any Loan Party or any ERISA Affiliate is making or accruing an obligation to make contributions, or has within any of the preceding five plan years made or accrued an obligation to make contributions.

"***Multiple Employer Plan***" means a single employer plan, as defined in Section 4001(a)(15) of ERISA, that (a) is maintained for employees of any Loan Party or any ERISA Affiliate and at least one Person other than the Loan Parties and the ERISA Affiliates or (b) was so maintained and in respect of which any Loan Party or any ERISA Affiliate could have liability under Section 4064 or 4069 of ERISA in the event such plan has been or were to be terminated.

"***Net Cash Proceeds***" has the meaning specified in the Security Deposit Agreement.

"***New Plan of Reorganization***" means the prepackaged plan of reorganization of the Borrower and the Guarantors, in substantially the form attached to the Restructuring Support Agreement or otherwise confirmed in writing by the Lenders in their sole discretion to be in form and substance satisfactory to them, pursuant to which the prepackaged plan of reorganization of the Borrower and the Guarantors will be implemented.

"***New Restructuring***" has the meaning specified in the recitals to this Agreement.

"***New Restructuring Effective Date***" means the occurrence of the effective date of the New Plan of Reorganization according to its terms.

"***Non-Speculative***" means, in the case of any applicable Commodity Hedge and Power Sale Agreement, that (i) such Commodity Hedge and Power Sale Agreement is limited such that the volume of the hedges entered into thereunder with respect to a Project, taken together with the aggregate volume of hedges under all other Commodity

Hedge and Power Sale Agreements in effect with respect to such Project, does not exceed the power output or fuel input limits of the Project it is intended to hedge and (ii) transactions under such Commodity Hedge and Power Sale Agreement are executed in a manner such that the amount of fixed-price gas purchased and the amount of fixed price power sold under such Commodity Hedge and Power Sale Agreement, in aggregate, are appropriately related (i.e., the amount of gas purchased under such Commodity Hedge and Power Sale Agreement approximates as reasonably as possible the amount of gas needed to generate the amount of fixed-price power sold thereunder); *provided, however*, that any Commodity Hedge and Power Sale Agreement entered into for a period that does not exceed five days and that otherwise meets the requirements of clause (i) above, shall be deemed to be Non-Speculative so long as the Borrower uses commercially reasonable efforts to minimize the duration of such uncovered arrangements.

"***Note***" means a Term B Note or a Revolving Credit Note, as the context may require, and "***Notes***" means all of the Term B Notes and the Revolving Credit Notes.

"***Notice of Borrowing***" means a Notice of Borrowing, in substantially the form of Exhibit B-1 hereto, given by the Borrower in accordance with Section 2.02.

"***Notice of Issuance***" has the meaning specified in Section 2.03(a).

"***Notice of Non-Renewal***" has the meaning specified in Section 2.01(c)(iii).

"***NPL***" means the National Priorities List under CERCLA.

"***O&M Agreements***" means each of: (a) that certain Second Amended and Restated Operation and Maintenance Agreement between Millennium and NAES Corporation dated as of January 1, 2013, as amended on March 1, 2015, extended on September 14, 2015, December 28, 2016 and December 22, 2017, in respect of the Millennium Project; (b) that certain Second Amended and Restated Operation and Maintenance Agreement between Athens and NAES Corporation dated as of January 1, 2013, as amended on March 1, 2015, extended on September 14, 2015, December 28, 2016 and December 22, 2017, in respect of the Athens Project; and (c) that certain Second Amended and Restated Operation and Maintenance Agreement, dated January 1, 2014, as amended on March 1, 2015, extended on September 14, 2015, December 28, 2016 and December 22, 2017, by and between Harquahala and NAES Corporation in respect of the Harquahala Project.

"***O&M Costs***" has the meaning specified in the Security Deposit Agreement; *provided* that O&M Costs shall not include any costs or other payment obligations related to Excluded G&A Services.

"***Obligation***" means all obligations of every nature of each Loan Party from time to time owed to any Agent (including former Agents) or any Lender Party from time to time under any Loan Document, whether for principal, interest (including interest which, but for the filing of a petition in bankruptcy with respect to such Loan Party, would have accrued on any Obligation, whether or not a claim is allowed against such Loan Party for such interest in the related bankruptcy proceeding), reimbursement of amounts drawn

under Revolving Letters of Credit, fees, yield maintenance, premium, expenses, indemnification or otherwise.

"***Operating Account***" has the meaning specified in the Security Deposit Agreement.

"***Original Credit Agreement***" has the meaning specified in the recitals to this Agreement.

"***Other Taxes***" has the meaning specified in Section 2.12(b).

"***Outstanding Amount***" has the meaning specified in the Intercreditor Agreement.

"***Patriot Act***" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. 107-56, signed into law October 26, 2001.

"***PBGC***" means the Pension Benefit Guaranty Corporation (or any successor).

"***Permitted Encumbrances***" has the meaning specified in the First Lien Mortgages.

"***Permitted Liens***" means (a) Liens for taxes, assessments and governmental charges or levies to the extent not required to be paid under Section 5.01(b); (b) Liens imposed by or arising by operation of law, such as materialmen's, mechanics', carriers', workmen's and repairmen's Liens and other similar Liens (i) for amounts that are not overdue or (ii) for amounts that are overdue that (A) do not materially adversely affect the use of the Property to which they relate or (B) are bonded or are being contested in good faith by appropriate proceedings for which reserve and other appropriate provisions, if any, required by GAAP shall have been made; (c) pledges or deposits in the ordinary course of business to secure obligations under workers' compensation, unemployment insurance, social security legislation or other similar legislation or to secure public or statutory obligations or to secure a bond or letter of credit or similar instrument that is utilized to secure such obligations; (d) (i) Liens on deposits (or pledges of deposit accounts or securities accounts containing such deposits) to secure the performance of bids, Material Contracts and other Contractual Obligations permitted under this Agreement, trade contracts and leases (other than Debt that is not Debt of the type described in clause (g) of the definition thereof), statutory obligations, surety bonds (other than bonds related to judgments or litigation), performance bonds and other obligations of a like nature incurred in the ordinary course of business, or to secure a bond or letter of credit or similar instrument that is utilized to secure such obligations in an aggregate amount not to exceed $30,000,000 and (ii) Liens on accounts receivable and each related deposit or securities account (and cash and investments therein) into which such accounts receivable are deposited, in each case granted on customary terms, to secure obligations pursuant to any Commodity Hedge and Power Sale Agreements or any Energy Management Agreement entered into by the Borrower in the ordinary course of business; provided, that the terms of such Commodity Hedge and Power Sale Agreements and Energy Management Agreements, as applicable, shall require that amounts in such accounts shall be netted against applicable expenses at least every 45

days and the excess above expenses promptly paid to the applicable Loan Party; (e) Liens securing judgments (or the payment of money not constituting a Default under Section 6.01(g)) or securing appeal or other surety bonds related to such judgments or to secure a bond or letter of credit or similar instrument that is utilized to secure such judgments; (f) Permitted Encumbrances; and (g) easements, rights-of-way, restrictions, encroachments and other minor defects or irregularities in title and any zoning or other similar restrictions to or vested in any governmental office or agency to control or regulate the use of any Real Property, that individually or in the aggregate do not materially adversely affect the value of said Real Property or materially impair the ability of the Loan Parties to operate the Real Property to which they relate in the ordinary course of business.

"***Permitted Trading Activity***" means (a) the daily or forward purchase and/or sale or other acquisition or disposition of wholesale or retail electric energy, capacity, ancillary services, transmission rights, emissions allowances, weather derivatives, demand derivatives and/or related commodities, in each case, whether physical or financial, (b) the daily or forward purchase and/or sale or other acquisition of fuel, fuel transportation and/or storage rights and/or capacity, whether physical or financial, (c) electric energy-related tolling transactions, as seller or tolling servicer, (d) price risk management activities or services, (e) other similar electric industry activities or services or (f) additional services as may be consistent with Prudent Industry Practice from time to time in support of the marketing and trading related to the Projects, in each case in the foregoing clauses (a) through (f), to the extent (i) the purpose of such activity (when taken together with any other related Permitted Trading Activities undertaken by the Loan Parties from time to time) is to protect the Borrower and the other Loan Parties against fluctuations in the price, availability or supply of any commodity or for compliance with applicable law, (ii) such activity is conducted in the ordinary course of business of the Borrower and the other Loan Parties and (iii) not for speculative purposes or on a speculative basis.

"***Person***" means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof.

"***PILOT Documents***" means the PILOT Agreement, the PILOT Mortgage and each other Instrument of Collateral Security (as each such term is defined in the IDA Lease).

"***Plan***" means a Single Employer Plan or a Multiple Employer Plan.

"***Platform***" has the meaning specified in Section 9.02(b).

"***Pledged Accounts***" has the meaning specified in the First Lien Security Agreement.

"***Pledged Debt***" has the meaning specified in the First Lien Security Agreement.

"***Post-Petition Interest***" has the meaning specified in Section 8.05(b).

"***Preferred Interests***" means, with respect to any Person, Equity Interests issued by such Person that are entitled to a preference or priority over any other Equity Interests issued by such Person upon any distribution of such Person's property and assets, whether by dividend or upon liquidation.

"***Prepayment Amount***" has the meaning specified in Section 2.08(b)(ii).

"***Prior Plan of Reorganization***" has the meaning specified in the recitals to this Agreement.

"***Pro Rata Share***" of any amount means, (a) with respect to any Revolving Credit Lender at any time and with respect to the Revolving Credit Facility, the product of such amount *times* a fraction the numerator of which is the amount of such Lender's Revolving Credit Commitment at such time and the denominator of which is the aggregate amount of the Revolving Credit Facility at such time and (b) with respect to any Term B Lender at any time and with respect to the Term B Facility, the product of such amount *times* a fraction the numerator of which is the amount of Loans owed to such Term B Lender under the Term B Facility at such time and the denominator of which is the aggregate amount of the Loans then outstanding and owed to all Term B Lenders under the Term B Facility at such time.

"***Project Companies***" means Athens, Harquahala and Millennium.

"***Projects***" means the Athens Project, the Harquahala Project and the Millennium Project.

"***Property***" means any right or interest in or to any asset or property of any kind whatsoever (including Equity Interests), whether real, personal or mixed and whether intangible or tangible.

"***Prudent Industry Practice***" means those practices, methods, equipment, specifications and standards of safety and performance, as are commonly used by electric generating stations utilizing comparable fuels as good, safe and prudent engineering practices would dictate in connection with the design, construction, operation, maintenance, repair and use of electrical and other equipment, facilities and improvements of such electrical generating stations, with commensurate standards of safety, performance, dependability (including the implementation of procedures that shall not adversely affect the long term reliability of the Projects, in favor of short term performance), efficiency and economy, in each such case as the same may evolve from time to time, consistent with applicable law and considering the state in which a Project is located and the type and size of such Project. "*Prudent Industry Practice*" as defined herein does not necessarily mean one particular practice, method, equipment specification or standard in all cases, but is instead intended to encompass a broad range of acceptable practices, methods, equipment specifications and standards.

"***PUHCA***" has the meaning specified in Section 4.01(v).

"***Qualified ECP Guarantor***" means, in respect of any Swap Obligation, each Guarantor that has total assets exceeding $10,000,000 at the time the guarantee, indemnity or keepwell or grant of any relevant security interest becomes effective with

respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"***Real Property***" means each item of Property listed on Schedules 4.01(r) and 4.01(s) hereto and any other real property subsequently acquired by any Loan Party covered by Section 5.01(j).

"***Redeemable***" means, with respect to any Equity Interest, any such Equity Interest that (a) the issuer has undertaken to redeem at a fixed or determinable date or dates, whether by operation of a sinking fund or otherwise, or upon the occurrence of a condition not solely within the control of the issuer or (b) is redeemable at the option of the holder.

"***Register***" has the meaning specified in Section 9.07(f).

"***Regulation U***" means Regulation U of the Board of Governors of the Federal Reserve System, as in effect from time to time.

"***Repayment Event***" means the satisfaction of the following conditions: (a) the repayment in full in Cash of all of the outstanding principal amount of the Loans and all other Obligations (except for indemnities and other obligations which by the express terms of the relevant Loan Documents survive the repayment of the Loans and the termination of the Commitments) due and payable under the Loan Documents, (b) the termination of all Commitments and (c) the termination and cancellation of all Revolving Letters of Credit (unless such Revolving Letters of Credit are cash collateralized on terms, conditions and amounts (but no more than 103.0% of the Available Amount of such Revolving Letters of Credit) reasonably satisfactory to the Administrative Agent and the Revolving Issuing Bank).

"***Required Lenders***" means, at any time, Lenders owed or holding more than 50% of the sum of (without duplication) (a) the aggregate principal amount of the Loans outstanding at such time, *plus* (b) the aggregate Available Amount of all Revolving Letters of Credit outstanding at such time, *plus* (c) the aggregate Unused Revolving Credit Commitments at such time.

"***Required Rating***" means with respect to (a) any Commodity Hedge Counterparty that is described in clause (a)(i) of the definition of "*Commodity Hedge Counterparty*," either (i) the unsecured senior debt obligations of such Person are rated at least Baa1 by Moody's and at least BBB+ by S&P or (ii) such Person's obligations under any applicable Commodity Hedge and Power Sale Agreement are guaranteed by a Person whose unsecured senior debt obligations are rated at least Baa1 by Moody's and at least BBB+ by S&P, (b) any Commodity Hedge Counterparty described in clause (a)(ii) of the definition of "*Commodity Hedge Counterparty*," either (i) the unsecured senior debt obligations of such Person are rated at least Baa3 by Moody's and at least BBB- by S&P or (ii) such Commodity Hedge Counterparty's obligations under any applicable Commodity Hedge and Power Sale Agreement are guaranteed by a Person whose

unsecured senior debt obligations are rated at least Baa3 by Moody's and at least BBB-by S&P, (c) any counterparty to an Energy Management Agreement (other than EDF), either (i) the unsecured senior debt obligations of such Person are rated at least Baa1 by Moody's and at least BBB+ by S&P or (ii) such Person's obligations under any applicable Energy Management Agreement are guaranteed by a Person whose unsecured senior debt obligations are rated at least Baa1 by Moody's and at least BBB+ by S&P and (d) EDF in its capacity as counterparty to an EDF EMA, either (i) the unsecured senior debt obligations of EDF are rated at least Baa3 by Moody's or at least BBB- by S&P or (ii) EDF's obligations under the EDF EMA are guaranteed by a Person whose unsecured senior debt obligations are rated at least Baa3 by Moody's or at least BBB- by S&P.

"***Responsible Officer***" means, as to any Person, any duly authorized and appointed officer of such Person, as demonstrated by a certificate of incumbency or other appropriate appointment or resolution, having actual knowledge of the matter in question.

"***Restatement Date***" has the meaning specified in the recital of parties to this Agreement.

"***Restructuring Support Agreement***" means the Restructuring Support Agreement, dated as of June 4, 2018, among the Borrower, the Consenting Equity Holders (as defined therein), the Consenting Lenders (as defined therein) and the other parties thereto, as such agreement may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms.

"***Revenue Account***" has the meaning specified in the Security Deposit Agreement.

"***Revolving Credit Borrowing***" means a borrowing consisting of simultaneous Revolving Credit Loans made by the Revolving Credit Lenders.

"***Revolving Credit Commitment***" means, with respect to any Revolving Credit Lender at any time for any period the amount set forth for such period opposite such Lender's name on Schedule I hereto under the caption "*Revolving Credit Commitment*" or, if such Lender has entered into one or more Assignment and Acceptances, set forth for such Lender in the Register maintained by the Administrative Agent pursuant to Section 9.07(f) as such Lender's "*Revolving Credit Commitment*" for such period, as such amount may be reduced at or prior to such time pursuant to Sections 2.05 or 6.01.

"***Revolving Credit Facility***" means, at any time, the aggregate amount of the Revolving Credit Lenders' Revolving Credit Commitments at such time.

"***Revolving Credit Lender***" means any Lender that has a Revolving Credit Commitment.

"***Revolving Credit Loan***" has the meaning specified in Section 2.01(b).

"***Revolving Credit Maturity Date***" means July 10, 2021.

"***Revolving Credit Note***" means a promissory note of the Borrower payable to the order of any Revolving Credit Lender, in substantially the form of Exhibit A-1 hereto,

evidencing the aggregate indebtedness of the Borrower to such Lender resulting from the Revolving Credit Loans made by such Lender, as amended.

"***Revolving Credit Reduction Date***" means the date which is sixty (60) days after the Effective Date.

"***Revolving Credit Termination Date***" means the earlier of (a) the Revolving Credit Maturity Date and (b) the date of termination in whole of the Revolving Credit Commitments and the Revolving Letter of Credit Commitment pursuant to Section 2.05 or 6.01.

"***Revolving Issuing Bank***" means the Initial Revolving Issuing Bank and any Eligible Assignee to which the Revolving Letter of Credit Commitment hereunder has been assigned pursuant to Section 9.07 so long as such Eligible Assignee expressly agrees to perform in accordance with their terms all of the obligations that by the terms of this Agreement are required to be performed by it as a Revolving Issuing Bank and notifies the Administrative Agent of its Lending Office and the amount of its Revolving Letter of Credit Commitment (which information shall be recorded by the Administrative Agent in the Register), for so long as such Initial Revolving Issuing Bank or Eligible Assignee, as the case may be, shall have a Revolving Letter of Credit Commitment.

"***Revolving L/C Cash Collateral Account***" has the meaning specified in the Security Deposit Agreement.

"***Revolving Letter of Credit***" has the meaning specified in Section 2.01(c)(i).

"***Revolving Letter of Credit Borrowing***" means an extension of credit resulting from a drawing under any Revolving Letter of Credit which has not been reimbursed on the applicable Honor Date or refinanced as Revolving Credit Borrowing.

"***Revolving Letter of Credit Commitment***" means, with respect to each Revolving Issuing Bank at any time for any period, the amount set forth opposite such Revolving Issuing Bank's name on Schedule I under the caption "*Revolving Letter of Credit Commitment*" or, if applicable, in the Register maintained by the Administrative Agent pursuant to Section 9.07(f) as such Revolving Issuing Bank's "*Revolving Letter of Credit Commitment*" for such period, as such amount may be reduced at or prior to such time pursuant to Sections 2.05 and 6.01.

"***Revolving Letter of Credit Facility***" means, at any time, an amount equal to the sum of the Revolving Issuing Banks' Revolving Letter of Credit Commitments at such time, up to but not exceeding a maximum aggregate amount of $50,000,000.

"***Revolving Letter of Credit Loan***" means, with respect to each Revolving Credit Lender, such Lender's funding of its participation in any Revolving Letter of Credit Borrowing in accordance with its Pro Rata Share pursuant to Section 2.03.

"***RSA Termination Event***" means the occurrence of a Termination Event (as defined in the Restructuring Support Agreement).

"***S&P***" means Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies, Inc.

"***Second Lien Collateral Documents***" has the meaning specified in the Intercreditor Agreement.

"***Second Lien Secured Parties***" has the meaning specified in the Intercreditor Agreement.

"***Second Offer***" has the meaning specified in Section 2.06(c).

"***Secured Parties***" has the meaning specified in the Intercreditor Agreement.

"***Security Deposit Agreement***" means that certain Security Deposit Agreement, dated as of April 28, 2014, by the Borrower, the Guarantors, the First Lien Collateral Agent and the Depositary, as amended.

"***Single Employer Plan***" means a single employer plan, as defined in Section 4001(a)(15) of ERISA, that (a) is maintained for employees of any Loan Party or any ERISA Affiliate and no Person other than the Loan Parties and the ERISA Affiliates or (b) was so maintained and in respect of which any Loan Party or any ERISA Affiliate could have liability under Section 4069 of ERISA in the event such plan has been or were to be terminated.

"***Solvent***" and "***Solvency***" mean, with respect to any Person on a particular date, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including, without limitation, contingent liabilities, of such Person, (b) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature (taking into account reasonably anticipated prepayments and refinancings) and (c) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"***SPC***" has the meaning specified in Section 9.07(l).

"***Sponsor Group***" means Talen, together with its Affiliates.

"***Subordinated Obligations***" has the meaning specified in Section 8.05.

"***Subsidiary***" of any Person means any corporation, partnership, joint venture, limited liability company, trust or estate of which (or in which) more than 50% of (a) the issued and outstanding capital stock having ordinary voting power to elect a majority of the Board of Directors of such corporation (irrespective of whether at the time capital stock of any other class or classes of such corporation shall or might have voting power upon the occurrence of any contingency), (b) the interest in the capital or profits of such partnership, joint venture or limited liability company or (c) the beneficial interest in such

trust or estate is at the time directly or indirectly owned or controlled by such Person, by such Person and one or more of its other Subsidiaries or by one or more of such Person's other Subsidiaries.

"***Swap Obligation***" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act if, and to the extent that, all or a portion of any such obligation to pay or perform constitutes an Obligation or Guaranteed Obligation hereunder.

"***Synthetic Debt***" means, with respect to any Person, without duplication of any clause within the definition of "*Debt*," the principal amount of all (a) obligations of such Person under any lease that is treated as an operating lease for financial accounting purposes and a financing lease for tax purposes (i.e., a "*synthetic lease*"), (b) obligations of such Person in respect of transactions entered into by such Person, the proceeds from which would be reflected on the financial statements of such Person in accordance with GAAP as cash flows from financings at the time such transaction was entered into (other than as a result of the issuance of Equity Interests) and (c) obligations of such Person in respect of other transactions entered into by such Person that are not otherwise addressed in the definition of "*Debt*" or in clause (a) or (b) above that are intended to function primarily as a borrowing of funds (including, without limitation, any minority interest transactions that function primarily as a borrowing).

"***Talen***" means Talen Energy Supply, LLC.

"***Talen/Company Walkaway***" has the meaning given to such term in Section 4 of the Restructuring Support Agreement.

"***Tax Sharing Agreement***" has the meaning specified in Section 5.02(r)(i).

"***Taxes***" has the meaning specified in Section 2.12(a).

"***Term B Borrowing***" means a borrowing consisting of simultaneous Term B Loans made by the Term B Lenders on the Effective Date.

"***Term B Commitment***" means, (a) with respect to any Term B Lender at any time, the amount set forth opposite its name on Schedule I hereto under the caption "*Term B Commitment*" or, (b) with respect to any Term B Lender that has entered into one or more Assignment and Acceptances, the amount set forth for such Term B Lender in the Register maintained by the Administrative Agent pursuant to Section 9.07(f) as such Term B Lender's "*Term B Commitment*," in each case, as such amount may be reduced at or prior to such time pursuant to Sections 2.05 or 6.01.

"***Term B Facility***" means, at any time, the aggregate amount of the Term B Lenders' Term B Commitments at such time.

"***Term B Lender***" means, any Lender that has a Term B Commitment or holds a Term B Loan.

"***Term B Loan***" has the meaning specified in Section 2.01(a).

"***Term B Maturity Date***" means the earlier of (a) July 10, 2022 and (b) the date the Term B Loans become due and payable pursuant to Section 6.01.

"***Term B Note***" means a promissory note of the Borrower payable to the order of any Term B Lender, in substantially the form of Exhibit A-2 hereto, evidencing the indebtedness of the Borrower to such Term B Lender, as amended.

"***Title Company***" means Fidelity National Title Insurance Company.

"***UCC***" means the Uniform Commercial Code as from time to time in effect in the relevant jurisdiction.

"***Unreimbursed Amount***" has the meaning set forth in Section 2.03(d)(i).

"***Unused Revolving Credit Commitment***" means, with respect to any Revolving Credit Lender at any time, (a) such Lender's Revolving Credit Commitment at such time minus (b) the sum of (i) the aggregate principal amount of all Revolving Credit Loans and Revolving Letter of Credit Loans made by such Lender (in its capacity as a Revolving Credit Lender) and outstanding at such time *plus* (ii) such Lender's Pro Rata Share of (A) the aggregate Available Amount of all Revolving Letters of Credit outstanding at such time and (B) the aggregate principal amount of all Revolving Letter of Credit Loans made by the Revolving Issuing Bank pursuant to Section 2.03(d) (to the extent that such Revolving Credit Lender has not made such Lender's Pro Rata Share of any L/C Disbursement available to the Administrative Agent) outstanding at such time.

"***Utility Deposit Account***" means account number 0021421623 established at UnionBank in the name of the Borrower.

"***Utilities Order***" means that certain interim order entered by the Bankruptcy Court on [●], pursuant to Sections 105(a) and 366(I) of the Bankruptcy Code, approving debtors' proposed form of adequate assurance of payment, (ii) establishing procedures for resolving additional adequate assurance requests, and (iii) prohibiting utility companies from altering, refusing, or discontinuing service [Dkt. No [●], and any related final order].

"***Voting Interests***" means shares of capital stock issued by a corporation, or equivalent Equity Interests in any other Person, the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such Person, even if the right so to vote has been suspended by the happening of such a contingency.

"***Water Supply Contracts***" means each of: (a) that certain Water Protection Agreement, dated July 11, 2000, by and among Harquahala Generating Company, LLC, the Harquahala Valley Irrigation District and Harquahala Valley Power District in respect of the Harquahala Project; (b) that certain Water Delivery Agreement, dated July 11, 2000, between Harquahala Generating Company, LLC and the Harquahala Valley Irrigation District in respect of the Harquahala Project; (c) that certain Delivery of Excess Central Arizona Project Water Agreement, dated May 21, 2004, by and between Harquahala and the Central Arizona Water Conservation District in respect of the Harquahala Project; (d) that certain Water Supply Agreement, dated January 5, 1998, by and between Millennium and the Town of Southbridge, MA in respect of the Millennium

Project; (e) that certain Amended and Restated Water Rights Agreement, dated January 24, 2014, by and between Millennium and Southbridge Associates II, LLC in respect of the Millennium Project; and (f) that certain Water Withdrawal Registration Partial Transfer Agreement, dated June 5, 1997, by and between Millennium and American Optical Corporation in respect of the Millennium Project.

"***Withdrawal Liability***" has the meaning specified in Part I of Subtitle E of Title IV of ERISA.

"***Write-Down and Conversion Powers***" means with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

"***Yield Maintenance Fee***" means any yield maintenance fee payable pursuant to Section 2.08(b).

"***Yield Maintenance Period***" means the period commencing on July 10, 2012 and continuing until July 10, 2016.

SECTION 1.02. Computation of Time Periods. In this Agreement and the other Loan Documents in the computation of periods of time from a specified date to a later specified date, the word "***from***" means "from and including" and the words "***to***" and "***until***" each mean "to but excluding."

SECTION 1.03. Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles in effect in the United States from time to time ("***GAAP***").

SECTION 1.04. Other Definitional Provisions and Rules of Construction.

(a) Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference.

(b) References to "Sections" and "subsections" shall be to Sections and subsections, respectively, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any references in this Agreement to "Articles" and/or "Sections" which make reference to any particular piece of legislation or statute, including without limitation, the Bankruptcy Code, ERISA and Internal Revenue Code shall, to the extent that the context implies a reference to any other similar or equivalent legislation as is in effect from time to time in any other applicable jurisdiction, mean the equivalent section in the applicable piece of legislation. Furthermore, where any such reference is meant to apply to such other similar or equivalent legislation where such other similar or equivalent legislation has parallel or like concepts, then such references shall import such parallel or like concepts from such other similar or equivalent legislation, as applicable.

(c) The use in any of the Loan Documents of the word "include" or "including," shall not be construed to be limiting whether or not nonlimiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto.

(d) Unless otherwise expressly provided herein or in the other Loan Documents, references in the Loan Documents to any agreement or contract shall be deemed to be a reference to such agreement or contract as amended, amended and restated, supplemented, replaced or otherwise modified from time to time in accordance with its terms and in compliance with the Loan Documents.

ARTICLE II

AMOUNTS AND TERMS OF THE LOANS AND THE LETTERS OF CREDIT

SECTION 2.01. The Loans and the Letters of Credit.

(a) The Term B Loans. Each Term B Lender severally agrees, on the terms and conditions hereinafter set forth, to make a single advance (a "***Term B Loan***") to the Borrower on the Effective Date in an amount in Dollars not to exceed such Lender's Term B Commitment at such time. The Term B Borrowing shall consist of Term B Loans made simultaneously by the Term B Lenders ratably according to their Term B Commitments. Term B Loan amounts repaid or prepaid may not be reborrowed.

(b) The Revolving Credit Loans. Each Revolving Credit Lender severally agrees, on and subject to the terms and conditions hereinafter set forth, to make advances (each, a "***Revolving Credit Loan***") to the Borrower from time to time on any Business Day during the period from the Effective Date until the date that is thirty (30) days prior to the Revolving Credit Termination Date in an amount for each such Loan not to exceed such Lender's Unused Revolving Credit Commitment at such time. Each Revolving Credit Borrowing shall be in an aggregate amount equal to the lesser of (i) $2,500,000 or an integral multiple of $1,000,000 in excess thereof (other than a Borrowing the proceeds of which shall be used solely to repay or prepay in full outstanding Revolving Letter of Credit Loans or the initial Borrowing of Revolving Credit Loans) or (ii) the aggregate Unused Revolving Credit Commitment at such time and, in each case, shall consist of Revolving Credit Loans made simultaneously by the Revolving Credit Lenders ratably according to their Revolving Credit Commitments. Within the limits of each Revolving Credit Lender's Unused Revolving Credit Commitment in effect from time to time, the Borrower may borrow under this Section 2.01(b), prepay pursuant to Section 2.06(a) and reborrow under this Section 2.01(b).

(c) Letters of Credit.

(i) Revolving Letters of Credit. The Revolving Issuing Bank agrees, on the terms and conditions hereinafter set forth and in reliance on the agreements of the Revolving Credit Lenders set forth in Section 2.03 below, to issue (or cause its Affiliate that is a commercial bank that meets the criteria set forth in the definition of "*Eligible Assignee*" or, subject to Section 2.03(j), a Fronting Bank to issue) letters of credit (the "***Revolving Letters of Credit***") in U.S. Dollars for the account of the Borrower from time to time on any Business Day during the period from the Effective Date until thirty (30)

days before the Revolving Credit Termination Date in an aggregate Available Amount (i) for all Revolving Letters of Credit not to exceed at any time the lesser of (A) the Revolving Letter of Credit Facility at such time and (B) the Revolving Issuing Bank's Revolving Letter of Credit Commitment at such time and (ii) for each such Revolving Letter of Credit not to exceed the Unused Revolving Credit Commitments of the Revolving Credit Lenders at such time.

(ii) [Reserved].

(iii) Renewal and Termination of Revolving Letters of Credit. No Revolving Letter of Credit shall have an expiration date (including all rights of the Borrower or the beneficiary to require renewal) later than the tenth Business Day prior to the Revolving Credit Termination Date and may by its terms be renewable annually as may be stated in the Revolving Letter of Credit and upon the fulfillment of the applicable conditions set forth in Article III unless the Revolving Issuing Bank, upon notice (a "***Notice of Non-Renewal***") to the beneficiary and the Borrower (with a copy to the Administrative Agent) at least 60 calendar days (or such other period that may be specified in such Revolving Letter of Credit) prior to the then applicable expiration date that such Revolving Letter of Credit will not be renewed; *provided* that the terms of each Revolving Letter of Credit that is automatically renewable annually shall, (x) permit such beneficiary, upon receipt of such Notice of Non-Renewal, to draw under such Revolving Letter of Credit prior to the date such Revolving Letter of Credit otherwise would have expired and (y) not permit the expiration date (after any renewal) of such Revolving Letter of Credit in any event to be extended to a date later than 10 Business Days before the Revolving Credit Termination Date. If a "Notice of Non-Renewal" is given by any Revolving Issuing Bank pursuant to the immediately preceding sentence, such Revolving Letter of Credit shall expire on the expiry date. Within the limits of the Revolving Letter of Credit Facility and subject to the limits referred to above, the Borrower may request the issuance of Revolving Letters of Credit under this Section 2.01, repay any Unreimbursed Amounts resulting from drawings thereunder pursuant to Section 2.03(d)(i) or repay any Revolving Letter of Credit Loan resulting from drawings thereunder pursuant to Section 2.03(d)(ii), and request the issuance of additional Revolving Letters of Credit under this Section 2.01.

SECTION 2.02. Making the Loans. (a) Each Revolving Credit Borrowing shall be made following the issuance of a Notice of Borrowing, given not later than 11:00 A.M. (New York City time) (x) subject to the following clause (y), on the third Business Day prior to the date of the proposed Revolving Credit Borrowing, in the case of a Borrowing in a principal amount of up to $25,000,000, or (y) the tenth Business Day prior to the date of the proposed Revolving Credit Borrowing, in the case of any Borrowing that, together with all other Borrowings requested within the preceding 10 consecutive Business Days, would result in the aggregate principal amount of such Borrowings being greater than $25,000,000 (except in the case of the initial Borrowing on the Effective Date), by the Borrower to the Administrative Agent, which shall give to each Appropriate Lender prompt notice thereof by telecopier or electronic communication. Each such Notice of Borrowing shall be by telephone, confirmed immediately in writing, or by telecopier or electronic communication, in substantially the form of Exhibit B-1 hereto, specifying therein the requested (i) date of such Revolving Credit Borrowing, and (ii) aggregate amount of such Borrowing. Each Appropriate Lender shall, before

11:00 A.M. (New York City time) on the date of such Revolving Credit Borrowing, make available for the account of its Lending Office to the Administrative Agent at the Administrative Agent's Account, in same day funds, such Lender's ratable portion of such Revolving Credit Borrowing in accordance with the respective Commitments under the Revolving Credit Facility of such Lender and the other Appropriate Lenders. After the Administrative Agent's receipt of such funds and upon fulfillment of the applicable conditions set forth in Article III, the Administrative Agent will make such funds available to the Borrower, by book entries or by means or one or more wire transfers to the Operating Account (as applicable), for application by the Borrower in accordance with Section 2.14(b).

(c) The Term B Borrowing consisting of Term B Loans advanced by the Term B Lenders on the Effective Date shall be made following the issuance of a Notice of Borrowing, given not later than 11:00 A.M. (New York City time) on the third Business Day prior to the date of the proposed Term B Borrowing, by the Borrower to the Administrative Agent, which shall give to the Term B Lenders prompt notice thereof by telecopier or electronic communication. Each such Notice of Borrowing shall be by telephone, confirmed immediately in writing, or by telecopier or electronic communication, in substantially the form of Exhibit B-1 hereto, specifying therein the requested (i) date of such Term B Borrowing (which shall be the Effective Date), and (ii) aggregate amount of such Term B Borrowing. Each Term B Lender shall, before 11:00 A.M. (New York City time) on the date of such Term B Borrowing, make available for the account of its Lending Office to the Administrative Agent at the Administrative Agent's Account, in same day funds, its Pro Rata Share of the amount of such Term B Borrowing in accordance with its Commitment under the Term B Facility. After the Administrative Agent's receipt of such funds and upon fulfillment of the applicable conditions set forth in Article III, the Borrower hereby directs the Administrative Agent to apply such funds to the repayment of the Existing Debt of MACH Gen and the Guarantors.

(d) Notwithstanding anything to the contrary in this Article II, in connection with Loans requested to be made on the Effective Date, if the proceeds of such Loans will be used exclusively to repay and/or refinance in full all obligations of the Existing Loan Parties outstanding on the Effective Date under the Original Credit Agreement and the DIP Credit Agreement, the request for the Borrowing of such Loans may be given by the Borrower to the Administrative Agent telephonically or by electronic communication, not later than 11:00 A.M. (New York City time) on the third Business Day prior to the proposed Effective Date, if such request is confirmed in writing by a Notice of Borrowing given not later than 11:00 A.M. (New York City time) on the proposed Effective Date.

(e) Each Notice of Borrowing shall be irrevocable and binding on the Borrower. The Borrower shall indemnify each Appropriate Lender against any loss, cost or expense incurred by such Lender as a result of any failure to fulfill on or before the date specified in such Notice of Borrowing for such Borrowing the applicable conditions set forth in Article III, including, without limitation, any loss (excluding loss of anticipated profits), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund the Loan to be made by such Lender as part of such Borrowing when such Loan, as a result of such failure, is not made on such date.

(f) Unless the Administrative Agent shall have received notice from an Appropriate Lender prior to the date of any Borrowing that such Lender will not make available

to the Administrative Agent such Lender's ratable portion of such Borrowing, the Administrative Agent may assume that such Lender has made such portion available to the Administrative Agent on the date of such Borrowing in accordance with subsection (a) of this Section 2.02 and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower on such date a corresponding amount. If and to the extent that such Lender shall not have so made such ratable portion available to the Administrative Agent, such Lender and the Borrower severally agree to repay or pay to the Administrative Agent forthwith on demand such corresponding amount and to pay interest thereon, for each day from the date such amount is made available to the Borrower until the date such amount is repaid or paid to the Administrative Agent, at (i) in the case of the Borrower, the interest rate applicable at such time under Section 2.07 to Loans comprising such Borrowing and (ii) in the case of such Lender, the Eurodollar Rate. If such Lender shall pay to the Administrative Agent such corresponding amount, such amount so paid shall constitute such Lender's Loan as part of such Borrowing for all purposes.

(g) The failure of any Lender to make the Loan to be made by it as part of any Borrowing shall not relieve any other Lender of its obligation, if any, hereunder to make its Loan on the date of such Borrowing, but no Lender shall be responsible for the failure of any other Lender to make the Loan to be made by such other Lender on the date of any Borrowing.

SECTION 2.03. Issuance of and Drawings and Reimbursements Under Revolving Letters of Credit.

(a) Request for Issuance. Each Revolving Letter of Credit shall be issued upon notice, given not later than 11:00 A.M. (New York City time) (x) subject to the following clause (y), on the third Business Day prior to the date of the proposed issuance of such Revolving Letter of Credit, in the case of a Revolving Letter of Credit with an Available Amount of up to $25,000,000, or (y) the tenth Business Day prior to the date of the proposed issuance of such Revolving Letter of Credit, in the case of a Revolving Letter of Credit with an Available Amount that, together with the Available Amount of all other Revolving Letters of Credit requested within the preceding 10 consecutive Business Days, would result in the aggregate Available Amount of all such Revolving Letters of Credit being greater than $25,000,000 (except in the case of the initial Revolving Letters of Credit to be issued or deemed issued on the Effective Date), by the Borrower to the Administrative Agent, which shall give to the Revolving Issuing Bank prompt notice thereof by telecopier or electronic communication by no later than 5:00 P.M. (New York time) at least three Business Days or ten Business Days, as the case may be, prior to the date of the proposed issuance. The notice of issuance of any Revolving Letter of Credit shall be substantially in the form attached hereto as Exhibit B-2 (a "***Notice of Issuance***") and shall be in writing or by telecopier or electronic communication (and confirmed by telephone), specifying therein the requested (i) date of such issuance (which shall be a Business Day), (ii) Available Amount of such Revolving Letter of Credit, (iii) expiration date of such Revolving Letter of Credit, (iv) name and address of the beneficiary of such Revolving Letter of Credit, (v) supportable obligation and (vi) form of such Revolving Letter of Credit. If the requested form of such Revolving Letter of Credit is acceptable to the Revolving Issuing Bank in its sole discretion, the Revolving Issuing Bank will, upon fulfillment of the applicable conditions set forth in Article III, make such Revolving Letter of Credit available to the Borrower at its office referred to in Section 9.02 or as otherwise agreed with the Borrower in connection with such issuance. Notwithstanding anything herein to the contrary, no Revolving Issuing Bank shall be under any obligation to issue any Revolving Letter of Credit if (x) any order, judgment

or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such Revolving Issuing Bank from issuing such Revolving Letter of Credit, or any law applicable to such Revolving Issuing Bank or any directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such Revolving Issuing Bank shall prohibit, or direct that such Revolving Issuing Bank refrain from, the issuance of letters of credit generally or such Revolving Letter of Credit in particular or shall impose upon such Revolving Issuing Bank with respect to such Revolving Letter of Credit any restriction, reserve or capital requirement (for which such Revolving Issuing Bank is not otherwise compensated hereunder), or shall impose upon such Revolving Issuing Bank any unreimbursed loss, cost or expense (for which such Revolving Issuing Bank is not otherwise compensated hereunder) or (y) any Lender under the Revolving Letter of Credit Facility is a Defaulting Lender, unless such Revolving Issuing Bank has entered into arrangements with the Borrower or such Defaulting Lender satisfactory to such Revolving Issuing Bank to eliminate such Revolving Issuing Bank's risk with respect to such Defaulting Lender.

(b) Revolving Letter of Credit Reports. Each Revolving Issuing Bank shall promptly (i) notify the Administrative Agent in writing of the amount and expiry date of each Revolving Letter of Credit issued by it and (ii) provide a copy of such Revolving Letter of Credit (and any amendments, renewals or extension thereof) to the Administrative Agent.

(c) Participations in Revolving Letters of Credit. Upon the issuance of each Revolving Letter of Credit and, in the case of the Existing Letters of Credit, upon the Effective Date, without further action, each Revolving Credit Lender shall be deemed to have irrevocably purchased, to the extent of its Pro Rata Share, a participation interest in such Revolving Letter of Credit and such Revolving Credit Lender shall, to the extent of its contingent obligation or Pro Rata Share, be responsible for reimbursing the Revolving Issuing Bank in respect of any Unreimbursed Amount in accordance with Section 2.03(d) (with the terms of this Section surviving the termination of this Agreement).

(d) Drawing and Reimbursement; Funding of Participations.

(i) Upon receipt from the beneficiary of any Revolving Letter of Credit of any notice of drawing under such Revolving Letter of Credit, the Revolving Issuing Bank that issued such Revolving Letter of Credit shall notify promptly the Borrower and the Administrative Agent thereof. On the same Business Day on which any payment is made by any Revolving Issuing Bank under a Revolving Letter of Credit (each such date, an "***Honor Date***"), the Borrower shall reimburse such Revolving Issuing Bank through the Administrative Agent in an amount equal to the amount of such drawing. If the Borrower fails to so reimburse any Revolving Issuing Bank by such time (it being acknowledged and agreed that any such failure shall not be a Default hereunder), the Administrative Agent shall promptly notify each Appropriate Lender of the Honor Date, the amount of the unreimbursed drawing (the "***Unreimbursed Amount***"), and the amount of such Appropriate Lender's Pro Rata Share thereof. In such event, in the case of an Unreimbursed Amount under a Revolving Letter of Credit, the Borrower shall be deemed to have requested a Revolving Credit Borrowing of Loans under the Revolving Credit Facility, to be disbursed on the Business Day immediately following the Honor Date in an amount not to exceed the Unreimbursed Amount thereof subject to the amount of the Unused Revolving Credit Commitments (without regard, in

each case, to the conditions set forth in Section 3.02). Any notice given by a Revolving Issuing Bank or the Administrative Agent pursuant to this Section 2.03(d) may be given by telephone if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice. Unreimbursed Amounts shall bear interest at the Eurodollar Rate *plus* the Applicable Margin, from the Honor Date until such Unreimbursed Amount shall be repaid or converted into a Revolving Letter of Credit Loan, payable on demand.

(ii) Each Revolving Credit Lender shall upon any notice pursuant to Section 2.03(d)(i) make funds available for the account of its Lending Office to the Administrative Agent for the account of the Revolving Issuing Bank by deposit to the Administrative Agent's Account, in same day funds, an amount equal to such Lender's Pro Rata Share of any Unreimbursed Amount in respect of any Revolving Letter of Credit issued by such Revolving Issuing Bank not later than 11:00 A.M. (New York City time) on the Business Day specified in such notice by the Administrative Agent, whereupon, subject to the provisions of subsection (iii), each Revolving Credit Lender that so makes funds available to the Revolving Issuing Bank shall be deemed to have made a Eurodollar Rate Loan to the Borrower in such amount. The Administrative Agent shall remit the funds so received to the Revolving Issuing Bank.

(iii) Until each Revolving Credit Lender funds its Revolving Credit Loan or Revolving Letter of Credit Loan pursuant to this Section 2.03(d) to reimburse the Revolving Issuing Bank for any amount drawn under any Revolving Letter of Credit issued by the Revolving Issuing Bank, interest in respect of such Lender's Pro Rata Share of such amount shall be solely for the account of the applicable Revolving Issuing Bank.

(iv) Each Revolving Credit Lender's obligation to make Revolving Credit Loans or Revolving Letter of Credit Loans to reimburse the Revolving Issuing Bank for amounts drawn under any Revolving Letter of Credit issued by the Revolving Issuing Bank, as contemplated by this Section 2.03(d), shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Revolving Credit Lender may have against the Revolving Issuing Bank, the Borrower or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing.

(v) If any Revolving Credit Lender fails to make available to the Administrative Agent for the account of the Revolving Issuing Bank any amount required to be paid by such Revolving Credit Lender pursuant to the foregoing provisions of this Section 2.03(d) by the time specified in Section 2.03(d)(ii), the Revolving Issuing Bank shall be entitled to recover from such Revolving Credit Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Revolving Issuing Bank at a rate per annum equal to the Eurodollar Rate plus the Applicable Margin from time to time in effect. A certificate of the Revolving Issuing Bank submitted to any Revolving Credit Lender (through the Administrative Agent) with respect to any amounts owing under this Section 2.03(d)(v) shall be conclusive absent manifest error.

(vi) If, at any time after the Revolving Issuing Bank has made a payment under any Revolving Letter of Credit and has received from any Revolving Credit Lender such Lender's Revolving Letter of Credit Loan in respect of such payment in accordance with this Section 2.03(d), the Administrative Agent receives for the account of such Revolving Issuing Bank any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from the Borrower, or otherwise, including proceeds of Collateral applied thereto by the Administrative Agent), the Administrative Agent will distribute to such Revolving Credit Lender its Pro Rata Share thereof (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Revolving Credit Lender's Revolving Letter of Credit Loan was outstanding) in the same funds as those received by the Administrative Agent.

(vii) If any payment received by the Administrative Agent for the account of any Revolving Issuing Bank pursuant to Section 2.03(d)(i) is required to be returned under any of the circumstances described in Section 9.11 (including pursuant to any settlement entered into by the Revolving Issuing Bank in its discretion), in the case of a Revolving Letter of Credit, each Revolving Credit Lender shall pay for the account of its Lending Office to the Administrative Agent for the account of such Revolving Issuing Bank its Pro Rata Share thereof on demand of the Administrative Agent, *plus* interest thereon from the date of such demand to the date such amount is returned by such Revolving Credit Lender, at a rate *per annum* equal to the Eurodollar Rate from time to time in effect.

(e) Existing Letters of Credit Refinanced. As of the date of the Original Credit Agreement, the Borrower acknowledged that certain letters of credit as set forth in Schedule 2.03(e) (the "***Existing Letters of Credit***") had been issued by or on behalf of the Initial Revolving Issuing Bank for the account of MACH Gen and the Guarantors (the "***Existing Loan Parties***"). The parties agree that all reimbursement and other obligations of the Existing Loan Parties in respect of the Existing Letters of Credit, if then outstanding, shall be refinanced by the Revolving Letter of Credit Facility under this Agreement with effect from the Effective Date and thereafter such letters of credit will be deemed for all purposes of the Loan Documents to have been provided for the account of the Borrower and the Guarantors under the Revolving Letter of Credit Facility under this Agreement.

(f) [Reserved].

(g) Obligations Absolute. The Obligations of the Borrower under this Agreement and any other agreement or instrument relating to any Revolving Letter of Credit shall be unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement and such other agreement or instrument under all circumstances, including, without limitation, the following circumstances:

(i) any lack of validity or enforceability of any Loan Document, any Revolving Letter of Credit or any other agreement or instrument relating thereto (all of the foregoing being, collectively, the "***L/C Related Documents***");

(ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations of the Borrower in respect of any L/C Related

Document or any other amendment or waiver of or any consent to departure from all or any of the L/C Related Documents;

(iii) the existence of any claim, set-off, defense or other right that the Borrower may have at any time against any beneficiary or any transferee of a Revolving Letter of Credit (or any Persons for which any such beneficiary or any such transferee may be acting), any Revolving Issuing Bank or any other Person, whether in connection with the transactions contemplated by the L/C Related Documents or any unrelated transaction;

(iv) any statement or any other document presented under a Revolving Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect;

(v) payment by any Revolving Issuing Bank under a Revolving Letter of Credit against presentation of a draft, certificate or other document that does not strictly comply with the terms of such Revolving Letter of Credit;

(vi) any exchange, release or non-perfection of any Collateral or other collateral, or any release or amendment or waiver of or consent to departure from the Guaranty or any other guarantee, for all or any of the Obligations of the Borrower in respect of the L/C Related Documents; or

(vii) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including, without limitation, any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower or a guarantor.

(h) Replacement of a Revolving Issuing Bank.

(i) Any Revolving Issuing Bank may be replaced at any time by written agreement among the Borrower, the new Revolving Issuing Bank and the Administrative Agent (with notice to the Revolving Issuing Bank being replaced); *provided*, *however*, that, if the Revolving Issuing Bank being replaced so requests, any Revolving Letter of Credit issued by such Revolving Issuing Bank shall be replaced and cancelled prior to the removal of such Revolving Issuing Bank and all fees and other amounts owed to such removed Revolving Issuing Bank shall be paid to it by the Borrower; and *provided*, *further*, that the Initial Revolving Issuing Bank may not be replaced without the consent of the Required Lenders.

(ii) If at any time the unsecured senior debt of any Revolving Issuing Bank (other than the Initial Revolving Issuing Bank or an Affiliate of the Initial Revolving Issuing Bank) is not rated at least A3 by Moody's and A- by S&P, then the Borrower may, upon 10 days' prior written notice to such Revolving Issuing Bank and the Administrative Agent, elect to (i) replace such Revolving Issuing Bank with a Person selected by the Borrower so long as such Person is an Eligible Assignee and is reasonably satisfactory to the Administrative Agent or (ii) cause such Revolving Issuing Bank to assign its Revolving Letter of Credit Commitment to an additional Revolving Issuing Bank selected by the Borrower so long as such Person is an Eligible Assignee and is

reasonably satisfactory to the Administrative Agent. Each replacement or assignment pursuant to this Section 2.03(h) shall be done in accordance with Section 9.07.

(iii) From and after the effective date of any such replacement or addition, (A) the successor or additional Revolving Issuing Bank shall have all the rights and obligations of a Revolving Issuing Bank under this Agreement (and the Revolving Letters of Credit to be issued by it on such effective date or thereafter) and (B) references herein to the term "*Revolving Issuing Bank*" shall be deemed to refer to such successor, additional Revolving Issuing Bank or to any previous Revolving Issuing Bank, or to such successor, additional Revolving Issuing Bank and all previous Revolving Issuing Banks, as the context may require.

(i) Resignation of a Revolving Issuing Bank. Each Revolving Issuing Bank may at any time give notice of its resignation to the Administrative Agent and the Borrower, in each case by giving 30 days written notice thereof to such parties. Upon receipt of any such notice of resignation, the Borrower shall have the right, in consultation with the Administrative Agent, to appoint a successor, which shall be an Eligible Assignee and shall be reasonably satisfactory to the Administrative Agent, it being understood that each of Wells Fargo, N.A., Deutsche Bank AG, Bank of America, N.A., Natixis New York and Barclays Bank PLC and their respective Affiliates or branches operating in New York is approved by and reasonably acceptable to both Borrower and the Administrative Agent. If no such successor shall have been so appointed by the Borrower and shall have accepted such appointment within 30 days after the retiring Revolving Issuing Bank gives notice of its resignation, then the retiring Revolving Issuing Bank may on behalf of the Revolving Credit Lenders, appoint a successor Revolving Issuing Bank, as applicable, meeting the qualifications set forth above; *provided*, that, if such Revolving Issuing Bank shall notify the Borrower and the Revolving Credit Lenders, that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and the retiring Revolving Issuing Bank shall be discharged from its duties and obligations hereunder and under the other Loan Documents. Upon the acceptance of a successor's appointment as Revolving Issuing Bank hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Revolving Issuing Bank, and the retiring Revolving Issuing Bank shall be discharged from all of its duties and obligations to issue additional Revolving Letters of Credit hereunder without affecting its rights and obligations in respect to Revolving Letters of Credit previously issued by it (if not already discharged therefrom as provided above in this Section). After the resignation of the Revolving Issuing Bank hereunder, the retiring Revolving Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of a Revolving Issuing Bank set forth in this Agreement and the other Loan Documents with respect to Revolving Letters of Credit issued by it prior to such resignation, but shall not be required to issue additional Revolving Letters of Credit.

(j) Revolving Letter of Credit Issuance Protocol. Notwithstanding any other provision of this Agreement, so long as Beal Bank USA or an Affiliate thereof is a Revolving Issuing Bank, the following protocol and agreements shall govern the issuance of all Revolving Letters of Credit by such Revolving Issuing Bank:

(i) the Borrower shall use its commercially reasonable efforts to have the beneficiary of any requested Revolving Letter of Credit accept a Revolving Letter of Credit issued by Beal Bank USA or an Affiliate thereof;

(ii) if the applicable beneficiary declines to accept a Revolving Letter of Credit issued by Beal Bank USA or an Affiliate thereof, then such Revolving Issuing Bank agrees (A) to use its commercially reasonable efforts to cause Wells Fargo Bank, N.A., Natixis New York, or another bank reasonably acceptable to the Borrower and such Revolving Issuing Bank to issue such Revolving Letter of Credit (*i.e.*, front for such Revolving Issuing Bank) and (B) to the extent, in the manner and in the amount required by such bank, cash collateralize such Revolving Letter of Credit;

(iii) in respect of any Revolving Letter of Credit issued by Wells Fargo Bank, N.A., Natixis New York or another bank pursuant to clause (ii) above (a "***Fronting Bank***"), (A) the letter of credit and fronting fees payable to the Fronting Bank for issuing such Revolving Letter of Credit shall be for the account of the Borrower, (B) the funds (if any) used to cash collateralize a Revolving Letter of Credit issued by a Fronting Bank shall be provided by such Revolving Issuing Bank, provided that any draw on any such Revolving Letter of Credit (and application or utilization of such funds by the Fronting Bank to reimburse itself for any such draw), and any loss of such funds by such Revolving Issuing Bank due to any cause whatsoever (except to the extent such loss and the amount of such loss are solely caused by breach of the Loan Documents or by acts of gross negligence or willful misconduct on the part of such Revolving Issuing Bank), shall give rise to a reimbursement obligation on the part of the Borrower to such Revolving Issuing Bank and a deemed advance by such Revolving Issuing Bank to be repaid by the Borrower to such Revolving Issuing Bank as if such amount had been drawn on the applicable Revolving Letter of Credit in accordance with Section 2.03(d), (C) unless otherwise agreed by the Borrower and such Revolving Issuing Bank, the Fronting Bank in its capacity as such shall have no rights or recourse against any Loan Party and shall not be a Secured Party or a Lender Party, (D) such Revolving Letter of Credit shall constitute a utilization of the applicable Revolving Letter of Credit Facility, and (E) the Borrower shall pay to such Revolving Issuing Bank the fees in respect of such Letter of Credit as if such Revolving Issuing Bank had issued such Revolving Letter of Credit pursuant to this Section 2.03; and

(iv) a failure or delay by (A) any Fronting Bank to issue any Revolving Letter of Credit in accordance with the protocol set forth in this Section 2.03(j) or (B) any Revolving Issuing Bank or Fronting Bank to issue any Revolving Letter of Credit in the form requested by the Loan Parties shall not constitute a breach or default by such Revolving Issuing Bank of any of its obligations under this Agreement

(k) Treatment of Revolving Letters of Credit on the Restatement Date. On or prior to the Petition Date (as defined in the Restructuring Support Agreement), the Revolving

Issuing Bank shall extend, or cause each applicable Fronting Bank to extend, the maturity of each Revolving Letter of Credit to a date not earlier than twelve (12) months following the date of issuance of such Revolving Letter of Credit.

SECTION 2.04. Repayment of Loans.

(a) Term B Loans. The Borrower shall repay to the Administrative Agent for the ratable account of the Term B Lenders the aggregate outstanding principal amount of the Term B Loans on the last Business Day of each of the following months in an amount equal to the product of (i) the aggregate principal amount of Term B Loans outstanding on the Effective Date (after giving effect to the Term B Borrowings on the Effective Date), multiplied by (ii) the percentage indicated opposite such month in the table below:

Month	**Percentage**
June 2014	0.25%
September 2014	0.25%
December 2014	0.25%
March 2015	0.25%
June 2015	0.25%
September 2015	0.25%
December 2015	0.25%
March 2016	0.25%
June 2016	0.25%
September 2016	0.25%
December 2016	0.25%
March 2017	0.25%
June 2017	0.25%
September 2017	0.25%
December 2017	0.25%
March 2018	0.25%
June 2018	0.25%
September 2018	0.25%
December 2018	0.25%
March 2019	1.25%
June 2019	1.25%
September 2019	1.25%
December 2019	1.25%
March 2020	2.50%
June 2020	2.50%
September 2020	2.50%
December 2020	2.50%
March 2021	2.50%
June 2021	2.50%
September 2021	2.50%
December 2021	2.50%
March 2022	2.50%

Month	Percentage
June 2022	2.50%
July 10, 2022	Remaining principal balance

provided, *however*, that the final principal installment shall be repaid on the Term B Maturity Date and in any event shall be in an amount equal to the aggregate unpaid principal amount of the Term B Loans on such date; *provided*, *further*, that notwithstanding anything to the contrary in this Agreement or any other Loan Document, (i) the aggregate outstanding principal amount of the Term B Loans due and payable on or after the last Business Day of December 2017 but prior to the Deferred Payment Date shall be deferred and payable in full in Cash on the Deferred Payment Date and (ii) the failure to pay such principal amount by 2:00 p.m. (New York City time) on the Deferred Payment Date shall be an immediate Event of Default.

(b) Revolving Credit Loans. The Borrower shall repay to the Administrative Agent for the ratable account of the Revolving Credit Lenders on the Revolving Credit Termination Date the aggregate principal amount of the Revolving Credit Loans then outstanding, together with any accrued but unpaid interest thereon.

(c) Revolving Letter of Credit Loans. The Borrower shall repay to the Administrative Agent for the account of the Revolving Issuing Bank and each Revolving Credit Lender that has made a Revolving Letter of Credit Loan on the Revolving Credit Termination Date the outstanding principal amount of each Revolving Letter of Credit Loan made by each of them, together with any accrued but unpaid interest thereon.

SECTION 2.05. Termination or Reduction of the Commitments.

(a) Optional. The Borrower may, upon at least five Business Days' written notice to the Administrative Agent, terminate in whole or reduce in part the Unused Revolving Credit Commitments; *provided*, *however*, that each partial reduction of the Revolving Credit Facility shall be in an aggregate amount of $5,000,000 or an integral multiple of $500,000 in excess thereof and shall be made ratably among the Revolving Credit Lenders in accordance with their Commitments with respect to the Revolving Credit Facility. The Borrower's written notice to the Administrative Agent shall designate the date (which shall be a Business Day) of such termination or reduction and the amount of any partial reduction, and such termination or reduction of the relevant Commitments shall be effective on the date specified in the Borrower's notice and shall reduce the relevant Commitments of the Appropriate Lenders proportionately in accordance with each such Appropriate Lender's Pro Rata Share thereof.

(b) Mandatory.

(i) Revolving Letter of Credit Commitments. The Revolving Letter of Credit Facility shall be permanently and ratably reduced from time to time on the date of each reduction of the Unused Revolving Credit Commitments pursuant to Section 2.05(a) by the amount, if any, by which the amount of the Revolving Letter of Credit Facility exceeds the Revolving Credit Facility after giving effect to such reduction of the Unused Revolving Credit Commitments.

(ii) Asset Sales. In addition, in the event of an Asset Sale, the Revolving Credit Commitments (and, if applicable, the corresponding Revolving Letter of Credit Commitments to the extent necessary so that such Revolving Letter of Credit Commitments will not exceed the reduced Revolving Credit Commitments) will be ratably and permanently reduced by the applicable amounts set forth below:

(A) $25,000,000, in the event of a sale of the Millennium Project or Millennium;

(B) $40,000,000, in the event of a sale of the Harquahala Project or Harquahala; and

(C) $100,000,000, in the event of a sale of the Athens Project or Athens.

provided, that, in the event of an Asset Sale on or prior to the Revolving Credit Reduction Date, each of the amounts set forth in clauses (A), (B) and (C) shall be increased by twenty-five percent (25%).

(iii) Upon Revolving Credit Reduction Date. On the Revolving Credit Reduction Date, automatically and without the requirement of any action by any Person, (A) the Revolving Credit Commitments will be ratably and permanently reduced by $40,000,000, and (B) the Revolving Letter of Credit Commitments will be ratably and permanently reduced by $40,000,000.

(c) Yield Maintenance Fee. The Borrower will pay any Yield Maintenance Fee due in connection with any reduction of the Revolving Credit Commitments on the terms set forth in Section 2.08(b).

SECTION 2.06. Prepayments.

(a) Optional. The Borrower may, upon at least three Business Days' notice to the Administrative Agent stating the proposed date and aggregate principal amount of the prepayment, and if such notice is given the Borrower shall, prepay the outstanding aggregate principal amount of the Loans in whole or ratably in part, together with accrued interest to the date of such prepayment on the aggregate principal amount prepaid and the applicable Yield Maintenance Fee (if any; it being understood and agreed that no Yield Maintenance Fee will be applicable with respect to prepayments of Revolving Credit Loans or Revolving Letter of Credit Loans that do not result in a permanent reduction of the Revolving Credit Commitments); *provided*, *however*, that (i) each partial prepayment shall be in an aggregate principal amount of $2,500,000 or an integral multiple of $500,000 in excess thereof and (ii) if any prepayment of a Loan is made on a date other than the last day of an Interest Period for such Loan, the Borrower shall also pay any amounts owing pursuant to Section 9.04(c). Each such prepayment of the Term B Loans shall be applied to scheduled principal payments of the Term B Loans in inverse order of maturity, including the principal amount due on the Term B Maturity Date.

(b) Mandatory. (i) On each Cash Flow Payment Date, the Borrower shall prepay an aggregate principal amount of the Term B Loans in accordance with priority eighth of Section 3.2 of the Security Deposit Agreement and priority first of Section 3.7 of the Security Deposit Agreement, in an amount equal to one hundred percent (100%) (subject to the provisos

below, the "***Cash Sweep Percentage***") of the aggregate amount remaining on deposit in or credited to the Revenue Account after giving effect to the withdrawals and transfers on such Cash Flow Payment Date pursuant to priorities first through seventh of Section 3.2 of the Security Deposit Agreement; provided, that if, within 3 years from the date of this Agreement, the outstanding aggregate principal amount of Term B Loans and Revolving Credit Loans has been prepaid solely from (x) Cash Flow Available for Debt Service or (y) equity contributions to less than $470,000,000, and only for so long as the outstanding aggregate principal amount of Term B Loans and Revolving Credit Loans continues to be less than $470,000,000, the Cash Sweep Percentage shall be reduced to seventy-five percent (75%). Each such prepayment of the Term B Loans shall be applied to scheduled principal payments of the Term B Loans in inverse order of maturity (including the principal amount due on the Term B Maturity Date).

(ii) Subject to the Security Deposit Agreement, upon the occurrence of a Casualty Event, Event of Eminent Domain, Asset Sale or the incurrence or issuance of any Debt (other than Debt permitted to be incurred pursuant to Section 5.02(b)), the Borrower shall (A) prepay an aggregate principal amount of the Loans and (B) deposit an amount in the Revolving L/C Cash Collateral Account in an aggregate amount equal to the Net Cash Proceeds thereof in accordance with priorities *first* through *third* of Section 3.7 of the Security Deposit Agreement. Each such prepayment of the Term B Loans shall be applied to scheduled principal payments of the Term B Loans in inverse order of maturity, including the principal amount due on the Term B Maturity Date.

(iii) [Reserved].

(iv) If at any time (A) the sum of the aggregate outstanding balance of the Revolving Credit Loans and the Available Amount of all Revolving Letters of Credit exceeds the aggregate Revolving Credit Commitments or (B) the Available Amount of all Revolving Letters of Credit exceeds the aggregate Revolving Letter of Credit Commitments, whether because of a reduction of the Revolving Credit Commitments and/or Revolving Letter of Credit Commitments pursuant to Section 2.05(b) or otherwise, the Borrower shall within two (2) Business Days, first, repay the Revolving Credit Loans and, second, if necessary, transfer funds to the Revolving L/C Cash Collateral Account in an amount sufficient to eliminate such excess in accordance with this Agreement.

(v) All prepayments under this clause (b) shall be made together with (A) accrued and unpaid interest to the date of such prepayment on the principal amount prepaid, (B) any amounts owing pursuant to Section 9.04(c) and (C) any applicable Yield Maintenance Fee.

(c) Term B Lender's Option to Decline Prepayment. Except as provided in the last sentence of this clause (c), any Term B Lender, at its option, may elect not to accept all or any portion of any prepayment of the Term B Loans pursuant to Section 2.06(b). Subject to the immediately preceding sentence, upon each prepayment date set forth in Section 2.06(b) for any prepayment of Term B Loans, in accordance with the Security Deposit Agreement, the Borrower shall notify the Administrative Agent in writing of the amount that is available to prepay the Term B Loans. Promptly after the date of receipt of such notice, the Administrative Agent shall provide written notice to the Term B Lenders of the amount available to prepay the Term B Loans. Any Term B Lender declining such prepayment (a "***Declining Lender***") shall

give written notice thereof to the Administrative Agent by 11:00 a.m. New York City time no later than two (2) Business Days after the date of such notice from the Administrative Agent; any Term B Lender that does not give such notice during such period shall be deemed to have accepted such prepayment offer. On such date the Administrative Agent shall then provide written notice (the "***Second Offer***") to the Term B Lenders other than the Declining Lenders (such Term B Lenders being the "***Accepting Lenders***") of the additional amount available (due to such Declining Lenders' declining such prepayment) to prepay the Term B Loans owing to such Accepting Lenders. Any Term B Lender declining prepayment pursuant to such Second Offer shall give written notice thereof to the Administrative Agent by 11:00 a.m. New York City time no later than two (2) Business Days after the date of such notice of a Second Offer; any Term B Lender that does not give such notice during such period shall be deemed to have accepted such prepayment offer. Amounts remaining after the allocation of accepted amounts shall be applied as provided in Section 3.7 of the Security Deposit Agreement, except to the extent otherwise set forth in Section 2.06(b). Notwithstanding the above, (A) if Term B Lenders owed or holding more than 50% of the aggregate principal amount of the Term B Loans outstanding at such time accept or are deemed to have accepted all or any portion of any prepayment offer pursuant to this clause (c), then all Term B Lenders shall be deemed to have accepted such prepayment offer to the same extent and (B) in the case of the mandatory prepayment of Term B Loans pursuant to Section 2.06(b) as a result of the Harquahala Reorganization, the right of the Term B Lenders to reject prepayments hereunder shall only be permitted once the Term B Loans have been prepaid with such proceeds such that the aggregate principal amount of the Term B Loans is $310,000,000 or less.

SECTION 2.07. Interest.

(a) Scheduled Interest. The Borrower shall pay interest on the unpaid principal amount of each Loan owing to each Lender from the date of such Loan until such principal amount shall be paid in full, at a rate per annum equal at all times during each Interest Period for such Loan to the sum of (A) the Eurodollar Rate for such Interest Period for such Loan *plus* (B) the Applicable Margin in effect from time to time, payable in arrears on each Interest Payment Date; *provided*, *that*:

(i) solely in respect of each Interest Period commencing on or after September 30, 2017, the aggregate amount of interest due and payable on each Interest Payment Date falling on or after the last day of December 2017 but prior to the Deferred Payment Date shall be deferred and payable in full in Cash on the Deferred Payment Date;

(ii) notwithstanding anything to the contrary in this Agreement or any other Loan Document, (i) the failure to pay such interest on the Deferred Payment Date shall not be subject to the grace period set forth in Section 6.01(a)(ii) and (ii) the failure to pay such interest by 2:00 p.m. (New York City time) on the Deferred Payment Date shall be an immediate Event of Default; and

(iii) solely if the Deferred Payment Date occurs as a result of the occurrence of the New Restructuring Effective Date,

(A) such interest shall be deemed to have accrued as follows: (i) from September 30, 2017 until the Restatement Date, on the unpaid

principal amount of each Loan owing to each Lender and (ii) from and after the Restatement Date until the Deferred Payment Date, on the unpaid principal amount of the Loans owing to each Lender from and after the Restatement Date minus $150,000,000; and

(B) solely with respect to the Cash interest due pursuant to this Section 2.07(a) for the period commencing on the Interest Payment Date immediately preceding the New Restructuring Effective Date and ending on the New Restructuring Effective Date (such Cash amount, the "***Deferred Stub Interest Payment Amount***"), such Deferred Stub Interest Payment Amount shall be payable pursuant to the New First Lien Credit Agreement (as defined in the Restructuring Support Agreement), *provided that*, on the New Restructuring Effective Date, the Borrower shall deliver to the Lenders a certificate satisfactory to the Lenders setting forth the Deferred Stub Interest Payment Amount, with reasonable supporting documentation.

(b) Interest Accruing to the Exit Fee. The Borrower shall pay interest on the unpaid principal amount of the Loans minus $150,000,000 from and after the Restatement Date until such principal amount shall be paid in full, at a rate per annum equal to the Applicable Accrued Interest Margin, which shall accrue quarterly and on each Interest Payment Date be added to and become part of the Exit Fee that is payable in accordance with Section 2.08(e); *provided* that any interest that has accrued under this Section 2.07(b) shall not be added to, or become part of, the outstanding principal amount of any Loan, or otherwise be capitalized with the outstanding principal amount of any Loan. The Administrative Agent's determination of the Exit Fee outstanding at any time shall be conclusive and binding, absent manifest error, provided that, the parties agree that the initial Exit Fee as of the Restatement Date shall be the amount set forth in the definition of Exit Fee.

(c) Default Interest. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may, and upon the request of the Required Lenders shall, require that the Borrower pay interest at a rate *per annum* equal at all times to 2% *per annum* above the rate *per annum* required to be paid pursuant to Section 2.07(a) or Section 2.07(b) ("***Default Interest***") on:

(i) the aggregate outstanding principal amount of each Loan, and

(ii) to the fullest extent permitted by applicable law, the amount of any interest, fee or other amount payable under this Agreement or any other Loan Document to any Agent or any Lender Party that is not paid when due, from the date such amount shall be due until such amount shall be paid in full,

in each case, payable in Cash either (x) on each Interest Payment Date following the occurrence and during the continuance of an Event of Default or (y) on demand; *provided*, *however*, that following the making of the request or the granting of the consent specified by Section 6.01 to authorize the Administrative Agent to declare the Loans due and payable pursuant to the provisions of Section 6.01, Default Interest shall accrue and be payable hereunder whether or not previously required by the Administrative Agent.

Payment or acceptance of the increased rates of interest provided for in this Section 2.07(c) is not a permitted alternative to timely payment and shall not constitute a waiver of any Event of Default or otherwise prejudice or limit any rights or remedies of the Administrative Agent or any Lender Party.

SECTION 2.08. Fees.

(a) Commitment Fee. The Borrower shall pay to the Administrative Agent for the account of each of the Revolving Credit Lenders, a commitment fee, from the date of the Original Credit Agreement in the case of each Initial Lender and from the effective date specified in the Assignment and Acceptance pursuant to which it became a Revolving Credit Lender in the case of each other Revolving Credit Lender until the Revolving Credit Termination Date, payable in arrears quarterly on the last Business Day of each December, March, June and September occurring after the Effective Date, and on the Revolving Credit Termination Date, at the Eurodollar Rate *per annum* on the average daily Unused Revolving Credit Commitment of such Revolving Credit Lender during such quarter.

(b) Yield Maintenance Fee.

(i) Subject to clause (iii) below, upon any permanent reduction of the aggregate Revolving Credit Commitments pursuant to Section 2.05 or any termination of the aggregate Revolving Credit Commitments pursuant to Section 6.01 during the Yield Maintenance Period (the amount of such reduction being the "***Commitment Reduction Amount***" and the date when such reduction occurs being the "***Commitment Reduction Date***"), the Borrower shall pay to the Administrative Agent, for the ratable benefit of the Revolving Credit Lenders, a Yield Maintenance Fee in an amount equal to the Commitment Reduction Amount multiplied by the percentage set forth below opposite the period in which the Commitment Reduction Date occurs:

Month	**Yield Maintenance Fee Percentage**
11 April 2014 – 10 May 2014	5.86%
11 May 2014 – 10 June 2014	5.64%
11 June 2014 – 10 July 2014	5.43%
11 July 2014 – 10 August 2014	5.21%
11 August 2014 – 10 September 2014	4.99%
11 September 2014 – 10 October 2014	4.78%
October 2014 – 10 November 2014	4.56%
11 November 2014 – 10 December 2014	4.34%
11 December 2014 –	4.12%

Month	**Yield Maintenance Fee Percentage**
10 January 2015	
11 January 2015 – 10 February 2015	3.91%
11 February 2015 – 10 March 2015	3.69%
11 March 2015 – 10 April 2015	3.47%
11 April 2015 – 10 May 2015	3.26%
11 May 2015 – 10 June 2015	3.04%
11 June 2015 – 10 July 2015	2.82%
11 July 2015 – 10 August 2015	2.60%
11 August 2015 – 10 September 2015	2.39%
11 September 2015 – 10 October 2015	2.17%
11 October 2015 – 10 November 2015	1.95%
11 November 2015 – 10 December 2015	1.74%
11 December 2015 – 10 January 2016	1.52%
11 January 2016 – 10 February 2016	1.30%
11 February 2016 – 10 March 2016	1.09%
11 March 2016 – 10 April 2016	0.87%
11 April 2016 – 10 May 2016	0.65%
11 May 2016 – 10 June 2016	0.43%
11 June 2016 – 10 July 2016	0.22%
After 10 July 2016	0.00%

(ii) Subject to clause (iii) below, in the event that (A) the Borrower makes any prepayment of Term B Loans pursuant to Section 2.06 other than any prepayment upon the occurrence of a Casualty Event or an Event of Eminent Domain or (B) the unpaid principal balance of any Term B Loan is accelerated pursuant to Section

6.01 during the Yield Maintenance Period (the principal amount of such prepayment or amount so accelerated being the "***Prepayment Amount***"), the Borrower shall pay to the Administrative Agent, for the ratable benefit of the Term B Lenders, a Yield Maintenance Fee in an amount equal to the sum of the interest that would have been payable on the Prepayment Amount (in the absence of such prepayment or acceleration) at a rate per annum equal to the Applicable Margin (x) on all scheduled Interest Payment Dates falling after the date of prepayment or acceleration until the end of the Yield Maintenance Period and (y) if the last day of the Yield Maintenance Period is not an Interest Payment Date, on the last day of the Yield Maintenance Period, in each case discounted from the respective scheduled payment date to the date of prepayment or acceleration, in accordance with accepted financial practice at a discount factor equal to the equivalent weighted-average life U.S. Treasury yield as of 10:00 a.m. New York City time on the Business Day immediately preceding the date of prepayment or acceleration.

(iii) Notwithstanding anything set forth in this Agreement, no Yield Maintenance Fee will be due:

(A) with respect to any prepayment of the Loans or reduction of Revolving Credit Commitments, in each case, resulting from the Harquahala Reorganization on the New Restructuring Effective Date;

(B) following the end of the Yield Maintenance Period; *provided*, *however*, that, in the event of an acceleration of the Facilities pursuant to Section 6.01 or Section 6.02, the Yield Maintenance Fee shall apply and shall be determined pursuant to clause (b)(ii) above as if a prepayment occurred on the date of such acceleration;

(C) with respect to any payment of Revolving Credit Loans or Revolving Letter of Credit Loans that does not result in a permanent reduction of the Revolving Credit Commitments;

(D) [Reserved]; or

(E) with respect to any reduction of Revolving Credit Commitments pursuant to Section 2.05(b)(iii).

(c) Revolving Letter of Credit Fees.

(i) The Borrower shall pay to the Administrative Agent for the account of each Revolving Credit Lender a letter of credit fee, payable in arrears quarterly on the last Business Day of each December, March, June and September occurring after the Effective Date, and on the Revolving Credit Termination Date, on such Revolving Credit Lender's Pro Rata Share of the average daily aggregate Available Amount during such quarter of all Revolving Letters of Credit outstanding from time to time during such quarter at a rate per annum equal to the Eurodollar Rate plus 2.00%.

(ii) The Borrower shall pay the Revolving Issuing Bank, for its own account, such commissions, issuance fees, fronting fees, transfer fees and other fees and charges in connection with the issuance, administration and amendment of each Revolving Letter of Credit as the Borrower and such Revolving Issuing Bank shall agree.

(d) Agents' Fees. The Borrower shall pay to each Agent for its own account such fees as may from time to time be agreed between the Borrower and such Agent.

(e) Exit Fee. If the New Restructuring Effective Date occurs, the Exit Fee shall be due and payable by the Borrower to the Administrative Agent for the account of each of the Lenders on the New Restructuring Effective Date. The Borrower shall pay interest on the unpaid principal amount of the Exit Fee from and after the Restatement Date until the Exit Fee shall be paid in full, at a rate per annum equal to the sum of (x) the Eurodollar Rate plus (y) 6.00%, which shall accrue quarterly and on each Interest Payment Date be added to and become part of the Exit Fee. In the event the New Restructuring Effective Date does not occur, no Exit Fee (or accrual thereof or thereon) shall be due and payable and interest under Section 2.07(a) shall have accrued on the outstanding principal amount of the Loans from time to time at the Eurodollar Rate plus the Applicable Margin referred to in paragraph (a) of the definition of Applicable Margin and be payable on the Deferred Payment Date. Notwithstanding anything in this Agreement to the contrary, the Loan Parties and Lender Parties agree that, solely for all U.S. federal and state income tax purposes, the Exit Fee shall be taken into account in the calculation of the Loan's "stated redemption price at maturity" (as defined under Section 1273 of the Code). The Loan Parties and Lender Parties shall not, and shall cause their respective Affiliates to not, take a reporting position (or action in connection with any U.S. federal and state income tax proceeding) that is inconsistent with such treatment, except upon a final determination by an applicable Governmental Authority.

SECTION 2.09. Deferred Payment Date. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, the Loan Parties' obligations to make any payments under this Agreement or any other Loan Document on or after September 30, 2017 shall be deferred until the Deferred Payment Date and the failure to pay any such amount by 2:00 p.m. (New York City time) on the Deferred Payment Date shall be an immediate Event of Default.

SECTION 2.10. Increased Costs, Etc.. (a) If, due to either (i) the introduction of or any change in or in the interpretation of any law or regulation or (ii) the compliance with any guideline or request from any central bank or other governmental authority (whether or not having the force of law), there shall be any increase in the cost to any Lender Party of agreeing to make or of making, funding or maintaining Loans or of agreeing to issue or of issuing or maintaining or participating in Revolving Letters of Credit or of agreeing to make or of making or maintaining Revolving Letter of Credit Loans (excluding, for purposes of this Section 2.10, any such increased costs resulting from (x) Taxes or Other Taxes (as to which Section 2.12 shall govern) and (y) changes in the basis or rate of taxation of overall net income or overall gross income by the United States or by the foreign jurisdiction or state under the laws of which such Lender Party is organized or has its Lending Office or any political subdivision thereof), then the Borrower shall from time to time, upon demand by such Lender Party (with a copy of such demand to the Administrative Agent), pay to the Administrative Agent for the account of such Lender Party additional amounts sufficient to compensate such Lender Party for such increased cost. A certificate as to the amount of such increased cost, submitted to the Borrower by such Lender Party, shall be conclusive and binding for all purposes, absent manifest error.

(b) If any Lender Party determines that compliance with any law or regulation or any guideline or request from any central bank or other governmental authority (whether or

not having the force of law) affects or would affect the amount of capital required or expected to be maintained by such Lender Party or any corporation controlling such Lender Party and that the amount of such capital is increased by or based upon the existence of such Lender Party's commitment to make Loans or to issue or participate in Revolving Letters of Credit hereunder and other commitments of such type or the issuance or maintenance of or participations in the Revolving Letters of Credit (or similar Guaranteed Debts), then, upon demand by such Lender Party or such corporation (with a copy of such demand to the Administrative Agent), the Borrower shall pay to the Administrative Agent for the account of such Lender Party, from time to time as specified by such Lender Party, additional amounts sufficient to compensate such Lender Party in the light of such circumstances, to the extent that such Lender Party reasonably determines such increase in capital to be allocable to the existence of such Lender Party's commitment to make Loans or to issue or participate in Revolving Letters of Credit hereunder or to the issuance or maintenance of or participation in any Revolving Letters of Credit. A certificate as to such amounts submitted to the Borrower by such Lender Party shall be conclusive and binding for all purposes, absent manifest error.

SECTION 2.11. Payments and Computations. (a) The Borrower shall make each payment hereunder and under the other Loan Documents, irrespective of any right of counterclaim or set-off (except as otherwise provided in Section 2.13), not later than 11:00 A.M. (New York City time) on the day when due in U.S. dollars to the Administrative Agent at the Administrative Agent's Account in same day funds, with payments being received by the Administrative Agent after such time being deemed to have been received on the next succeeding Business Day. The Administrative Agent will promptly thereafter cause like funds to be distributed (i) if such payment by the Borrower is in respect of principal, interest, commitment fees or any other Obligation then payable hereunder and under the other Loan Documents to more than one Lender Party, to such Lender Parties for the account of their respective Lending Offices ratably in accordance with the amounts of such respective Obligations then payable to such Lender Parties and (ii) if such payment by the Borrower is in respect of any Obligation then payable hereunder to one Lender Party, to such Lender Party for the account of its Lending Office, in each case to be applied in accordance with the terms of this Agreement. Upon its acceptance of an Assignment and Acceptance and recording of the information contained therein in the Register pursuant to Section 9.07(e), from and after the effective date of such Assignment and Acceptance, the Administrative Agent shall make all payments hereunder and under the other Loan Documents in respect of the interest assigned thereby to the assignee thereunder, and the parties to such Assignment and Acceptance shall make all appropriate adjustments in such payments for periods prior to such effective date directly between themselves.

(b) The Borrower hereby authorizes each Lender Party and each of its Affiliates, if and to the extent payment owed to such Lender Party is not made when due hereunder or under the other Loan Documents, to charge from time to time, to the fullest extent permitted by law, against any or all of the Borrower's accounts with such Lender Party or such Affiliate any amount so due.

(c) All computations of interest based on the Eurodollar Rate and of commitment fees, letter of credit fees and other fees and commissions shall be made by the Administrative Agent on the basis of a year of 360 days, in each case for the actual number of days (including the first day but excluding the last day) occurring in the period for which such

interest, fees or commissions are payable. Each determination by the Administrative Agent of an interest rate, fee or commission hereunder shall be conclusive and binding for all purposes, absent manifest error.

(d) Whenever any payment hereunder or under the other Loan Documents shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payment of interest or commitment or letter of credit fee or commission, as the case may be; *provided*, *however*, that, if such extension would cause payment of interest on or principal of Loans to be made in the next following calendar month, such payment shall be made on the preceding Business Day.

(e) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to any Lender Party hereunder that the Borrower will not make such payment in full, the Administrative Agent may assume that the Borrower has made such payment in full to the Administrative Agent on such date and the Administrative Agent may, in reliance upon such assumption, cause to be distributed to each such Lender Party on such due date an amount equal to the amount then due such Lender Party. If and to the extent the Borrower shall not have so made such payment in full to the Administrative Agent, each such Lender Party shall repay to the Administrative Agent forthwith on demand such amount distributed to such Lender Party together with interest thereon, for each day from the date such amount is distributed to such Lender Party until the date such Lender Party repays such amount to the Administrative Agent, at the Eurodollar Rate.

(f) If the Administrative Agent receives funds for application to the Obligations of the Loan Parties under or in respect of the Loan Documents under circumstances for which the Loan Documents do not specify the Loans or the Facility to which, or the manner in which, such funds are to be applied, the Administrative Agent may, if no instructions with respect thereto are received from the Lender Parties upon request, but shall not be obligated to, elect to distribute such funds to each of the Lender Parties in accordance with such Lender Parties pro rata share of the sum of (i) the aggregate principal amount of all Loans outstanding at such time and (ii) the aggregate Available Amount of all Revolving Letters of Credit outstanding at such time, in repayment or prepayment of such of the outstanding Loans or other Obligations then owing to such Lender Party, and, in the case of the Term B Facility, for application to such principal repayment installments thereof, as the Administrative Agent shall direct.

(g) Notwithstanding any provision of this Agreement to the contrary, to the extent that this Agreement provides for advances or payments (or deemed advances or payments) to be made by or to the Revolving Credit Lenders ratably according to their Revolving Credit Commitments or according to their Pro Rata Shares, as between any Lenders that are Affiliates of Beal Bank USA or Beal Bank SSB, the Revolving Credit Lenders may allocate such advances and payments ratably according to their respective Unused Revolving Credit Commitments or in such other manner as Beal Bank USA or Beal Bank SSB and such Affiliates may agree without affecting in any manner the aggregate Revolving Credit Commitments available to the Borrower at any time.

SECTION 2.12. Taxes. (a) Any and all payments by any Loan Party to or for the account of any Lender Party or any Agent hereunder or under any other Loan Document shall

be made, in accordance with Section 2.11 or the applicable provisions of such other Loan Document, if any, free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, *excluding*, in the case of each Lender Party and each Agent, (x) taxes that are imposed on its overall net income by the United States and taxes that are imposed on its overall net income (and franchise taxes imposed in lieu thereof) by the state or foreign jurisdiction under the laws of which such Lender Party or such Agent, as the case may be, is organized (or any political subdivision thereof), has its Lending Office, has a permanent establishment or is engaged in business (other than the business that the Lender Party is engaged in solely by reason of the transactions contemplated by this Agreement), (y) any branch profits taxes imposed by the United States of America and (z) withholding taxes imposed under law in effect on the date of the Original Credit Agreement or at the time the Lender Party designates a new Lending Office, other than any new Lending Office designated at the written request of a Loan Party (in the case of a Lender Party that is not an Initial Lender, this clause (z) shall include taxes imposed under law in effect on the date such Lender Party becomes a Lender Party, except to the extent that the Lender's predecessor would have been entitled to receive additional amounts under this Section 2.12(a)) and, in the case of each Lender Party, taxes that are imposed on its overall net income (and franchise taxes imposed in lieu thereof) by the state or foreign jurisdiction of such Lender Party's Lending Office or any political subdivision thereof (all such non-excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities in respect of payments hereunder or under any other Loan Document being hereinafter referred to as "***Taxes***"). If any Loan Party shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder or under any other Loan Document to any Lender Party or any Agent, (i) the sum payable by such Loan Party shall be increased as may be necessary so that after such Loan Party and the Administrative Agent have made all required deductions (including deductions applicable to additional sums payable under this Section 2.12) such Lender Party or such Agent, as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) such Loan Party shall make all such deductions and (iii) such Loan Party shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law.

(b) In addition, each Loan Party shall pay any present or future stamp, documentary, excise, property (including intangible property, but with regard to all property taxes, only to the extent relating to property of a Loan Party) mortgage recording or similar taxes, charges or levies that arise from any payment made by such Loan Party hereunder or under any other Loan Documents or from the execution, delivery or registration of, performance under, or otherwise with respect to, this Agreement or the other Loan Documents (hereinafter referred to as "***Other Taxes***").

(c) The Loan Parties shall indemnify each Lender Party and each Agent for and hold them harmless against the full amount of Taxes and Other Taxes, and for the full amount of taxes of any kind imposed or asserted by any jurisdiction on amounts payable under this Section 2.12, imposed on or paid by such Lender Party or such Agent (as the case may be) and any liability (including penalties, additions to tax, interest and expenses) arising therefrom or with respect thereto. This indemnification shall be made within 30 days from the date such Lender Party or such Agent (as the case may be) makes written demand therefor.

(d) Within 30 days after the date of any payment of Taxes, the appropriate Loan Party shall furnish to the Administrative Agent, at its address referred to in Section 9.02, the original or a certified copy of a receipt evidencing such payment, to the extent such a receipt is issued therefor, or other written proof of payment thereof that is reasonably satisfactory to the Administrative Agent. In the case of any payment hereunder or under the other Loan Documents by or on behalf of a Loan Party through an account or branch outside the United States or by or on behalf of a Loan Party by a payor that is not a United States person, if such Loan Party determines that no Taxes are payable in respect thereof, such Loan Party shall furnish, or shall cause such payor to furnish, to the Administrative Agent, at such address, an opinion of counsel acceptable to the Administrative Agent stating that such payment is exempt from Taxes. For purposes of subsections (d) and (e) of this Section 2.12, the terms "***United States***" and "***United States person***" shall have the meanings specified in Section 7701 of the Internal Revenue Code.

(e) Each Lender Party organized under the laws of a jurisdiction outside the United States shall, on or prior to the date of its execution and delivery of this Agreement in the case of each Initial Lender Party and on the date of the Assignment and Acceptance pursuant to which it becomes a Lender Party in the case of each other Lender Party, and from time to time thereafter as reasonably requested in writing by the Borrower (but only so long thereafter as such Lender Party remains lawfully able to do so), provide each of the Administrative Agent and the Borrower with two original Internal Revenue Service Forms W-8BEN or W-8EC1 or (in the case of a Lender Party that has certified in writing to the Administrative Agent that it is not (i) a "bank" as defined in Section 881(c)(3)(A) of the Internal Revenue Code), (ii) a 10-percent shareholder (within the meaning of Section 871(h)(3)(B) of the Internal Revenue Code) of any Loan Party or (iii) a controlled foreign corporation related to any Loan Party (within the meaning of Section 864(d)(4) of the Internal Revenue Code), Internal Revenue Service Form W-8BEN, as appropriate, or any successor or other form prescribed by the Internal Revenue Service, certifying that such Lender Party is exempt from or entitled to a reduced rate of United States withholding tax on payments pursuant to this Agreement or any other Loan Document or, in the case of a Lender Party that has certified that it is not a "bank" as described above, certifying that such Lender Party is a foreign corporation, partnership, estate or trust. As provided in Section 2.12(a), if the forms provided by a Lender Party at the time such Lender Party first becomes a party to this Agreement indicate a United States interest withholding tax rate in excess of zero, withholding tax at such rate shall be considered excluded from Taxes unless and until such Lender Party provides the appropriate forms certifying that a lesser rate applies, whereupon withholding tax at such lesser rate only shall be considered excluded from Taxes for periods governed by such forms; *provided*, *however*, that if, at the effective date of the Assignment and Acceptance pursuant to which a Lender Party becomes a party to this Agreement, the Lender Party assignor was entitled to payments under subsection (a) of this Section 2.12 in respect of United States withholding tax with respect to interest paid at such date, then, to such extent, the term Taxes shall include (in addition to withholding taxes that may be imposed in the future or other amounts otherwise includable in Taxes) United States withholding tax, if any, applicable with respect to the Lender Party assignee on such date. If any form or document referred to in this subsection (e) requires the disclosure of information, other than information necessary to compute the tax payable and information required on the date hereof by Internal Revenue Service Form W-8BEN or W-8EC1 or the related certificate described above, that the applicable Lender Party reasonably considers to be confidential, such Lender Party shall give notice thereof

to the Borrower and shall not be obligated to include in such form or document such confidential information.

(f) For any period with respect to which a Lender Party has failed to provide the Borrower with the appropriate form, certificate or other document described in subsection (e) above (other than if such failure is due to a change in law, or in the interpretation or application thereof, occurring after the date on which a form, certificate or other document originally was required to be provided or if such form, certificate or other document otherwise is not required under subsection (e) above), such Lender Party shall not be entitled to indemnification under subsection (a) or (c) of this Section 2.12 with respect to Taxes imposed by the United States by reason of such failure; *provided*, *however*, that should a Lender Party become subject to Taxes because of its failure to deliver a form, certificate or other document required hereunder, the Loan Parties shall take such steps as such Lender Party shall reasonably request, at the Lender Party's sole expense and as long as the Loan Parties determine that such steps will not, in the reasonable judgment of the Loan Parties, be disadvantageous to the Loan Parties, to assist such Lender Party to recover such Taxes.

(g) Any Lender Party claiming any additional amounts payable pursuant to this Section 2.12 agrees to use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to change the jurisdiction of its Lending Office if the making of such a change would avoid the need for, or reduce the amount of, any such additional amounts that may thereafter accrue and would not, in the reasonable judgment of such Lender Party, be otherwise disadvantageous to such Lender Party. In addition, if a Lender Party determines, in such Lender Party's sole discretion, that it has received a refund or credit in respect of any Taxes or Other Taxes as to which it has been indemnified pursuant to Section 2.12(c), or with respect to which additional amounts have been paid pursuant to Section 2.12(a), such Lender Party shall pay to the Borrower an amount equal to such refund (but such amount in no event to exceed the amount of any indemnity payments made, or additional amounts paid, by the Borrower under this Section 2.12 with respect to the Taxes or Other Taxes giving rise to such refund) net of all out-of-pocket expenses of such Lender Party, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), *provided* that the Borrower, upon the request of such Lender Party, shall agree to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to such Lender Party in the event such Lender Party subsequently determines that such refund or credit is unavailable under applicable law or is otherwise required to repay such refund to such Governmental Authority. This paragraph shall not be construed to require a Lender Party to rearrange its tax affairs or to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrower or any other Person.

SECTION 2.13. Sharing of Payments, Etc.. If any Lender Party shall obtain at any time any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise, other than as a result of an assignment pursuant to Section 9.07), (a) on account of Obligations due and payable to such Lender Party hereunder and under the other Loan Documents in excess of its ratable share (according to the proportion of (i) the amount of such Obligations due and payable to such Lender Party to (ii) the aggregate amount of the Obligations due and payable to all Lender Parties hereunder and under the other Loan Documents at such time) of payments on account of the Obligations due and payable to all Lender Parties hereunder and under the other Loan Documents at such time obtained by all the Lender Parties at such time

or (b) on account of Obligations owing (but not due and payable) to such Lender Party hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations owing to such Lender Party at such time to (ii) the aggregate amount of the Obligations owing (but not due and payable) to all Lender Parties hereunder and under the other Loan Documents at such time) of payments on account of the Obligations owing (but not due and payable) to all Lender Parties hereunder and under the other Loan Documents at such time obtained by all of the Lender Parties at such time, such Lender Party shall forthwith purchase from the other Lender Parties such interests or participating interests in the Obligations as shall be necessary to cause such purchasing Lender Party to share the excess payment ratably with each of them; *provided*, *however*, that if all or any portion of such excess payment is thereafter recovered from such purchasing Lender Party, such purchase from each other Lender Party shall be rescinded and such other Lender Party shall repay to the purchasing Lender Party the purchase price to the extent of such Lender Party's ratable share (according to the proportion of (i) the purchase price paid to such Lender Party to (ii) the aggregate purchase price paid to all Lender Parties) of such recovery together with an amount equal to such Lender Party's ratable share (according to the proportion of (i) the amount of such other Lender Party's required repayment to (ii) the total amount so recovered from the purchasing Lender Party) of any interest or other amount paid or payable by the purchasing Lender Party in respect of the total amount so recovered. The Loan Parties agree that any Lender Party so purchasing an interest or participating interest from another Lender Party pursuant to this Section 2.13 may, to the fullest extent permitted by law, exercise all its rights of payment (including the right of set-off) with respect to such interest or participating interest, as the case may be, as fully as if such Lender Party were the direct creditor of the Loan Parties in the amount of such interest or participating interest, as the case may be. For the avoidance of doubt, notwithstanding anything to the contrary in this Section 2.13 or otherwise, the Lender Parties shall not be entitled to receive or share in any fees paid by the Borrower pursuant to Section 2.08(c), which fees shall be solely for the account of the Revolving Credit Lenders (with respect to Section 2.08(c)(i)) and Revolving Issuing Bank (with respect to Section 2.08(c)(ii)).

SECTION 2.14. Use of Proceeds.

(a) The Term B Loans to be advanced on the Effective Date shall be available (and the Borrower agrees that it shall use the Term B Loans) solely to repay the Existing Debt of the Existing Loan Parties outstanding on the Effective Date.

(b) The proceeds of the Revolving Credit Loans and utilization of Revolving Letter of Credit Commitments shall be available (and the Borrower agrees that it shall use such proceeds and Commitments) solely (i) on the Effective Date, to repay and/or refinance in full all obligations of the Existing Loan Parties outstanding on the Effective Date under the Pre-Petition First Lien Credit Agreement (as defined in the Original Credit Agreement) and the DIP Credit Agreement (as defined in the Original Credit Agreement) in accordance with the Prior Plan of Reorganization, including to refinance the obligations of the Existing Loan Parties with respect to Existing Letters of Credit then outstanding, in accordance with the Plan of Reorganization, and (ii) on and after the Effective Date, (A) to provide working capital for the Loan Parties, (B) to provide credit support in respect of such working capital needs (other than funding any Excluded G&A Services) and (C) for the Loan Parties' other general corporate purposes (other than funding any Excluded G&A Services).

SECTION 2.15. Evidence of Debt. (a) Each Lender Party shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender Party resulting from each Loan owing to such Lender Party from time to time, including the amounts of principal and interest payable and paid to such Lender Party from time to time hereunder. The Borrower agrees that upon notice by any Lender Party to the Borrower (with a copy of such notice to the Administrative Agent) to the effect that a promissory note or other evidence of indebtedness is required or appropriate in order for such Lender Party to evidence (whether for purposes of pledge, enforcement or otherwise) the Loans owing to, or to be made by, such Lender Party, the Borrower shall promptly execute and deliver to such Lender Party, with a copy to the Administrative Agent, a Revolving Credit Note and a Term B Note, as applicable, in substantially the form of Exhibits A-1 and A-2 hereto, respectively, payable to the order of such Lender Party in a principal amount equal to the Revolving Credit Commitment and Term B Loans, respectively, of such Lender Party. All references to Notes in the Loan Documents shall mean Notes, if any, to the extent issued hereunder.

(b) The Register maintained by the Administrative Agent pursuant to Section 9.07(f) shall include a control account, and a subsidiary account for each Lender Party, in which accounts (taken together) shall be recorded (i) the date and amount of each Borrowing made hereunder and, if appropriate, the Eurodollar Rate Period applicable thereto, (ii) the terms of each Assignment and Acceptance delivered to and accepted by it, (iii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender Party hereunder and (iv) the amount of any sum received by the Administrative Agent from the Borrower hereunder and each Lender Party's share thereof.

(c) Entries made in good faith by the Administrative Agent in the Register pursuant to subsection (b) above, and by each Lender Party in its account or accounts pursuant to subsection (a) above, shall be *prima facie* evidence of the amount of principal and interest due and payable or to become due and payable from the Borrower to, in the case of the Register, each Lender Party and, in the case of such account or accounts, such Lender Party, under this Agreement, absent manifest error; *provided*, *however*, that the failure of the Administrative Agent or such Lender Party to make an entry, or any finding that an entry is incorrect, in the Register or such account or accounts shall not limit or otherwise affect the obligations of the Borrower under this Agreement.

SECTION 2.16. Duty to Mitigate. In the event that any Lender Party demands payment of costs or additional amounts pursuant to Section 2.10 or 2.12, the Borrower may, upon 20 days' prior written notice to such Lender Party and the Administrative Agent, elect to cause such Lender Party to assign its Loans and Commitments in full to one or more Persons selected by the Borrower so long as (i) each such Person satisfies the criteria of an Eligible Assignee and is reasonably satisfactory to the Administrative Agent and any Revolving Issuing Bank, (ii) such Lender Party receives payment in full in Cash of the outstanding principal amount of all Loans made by it and all accrued and unpaid interest thereon and all other amounts due and payable to such Lender Party as of the date of such assignment (including, without limitation, amounts owing pursuant to Sections 2.10, 2.12 and 9.04) and (iii) each such assignee agrees to accept such assignment and to assume all obligations of such Lender Party hereunder in accordance with Section 9.07.

ARTICLE III

CONDITIONS TO EFFECTIVENESS OF LENDING

SECTION 3.01. Conditions Precedent. Section 2.01 of the Original Credit Agreement became effective on and as of the first date (the "***Effective Date***") on which the Administrative Agent determined in its sole and absolute discretion that the following conditions precedent were satisfied (and the obligation of any Revolving Issuing Bank to issue a Revolving Letter of Credit or refinance an Existing Letter of Credit, any Revolving Credit Lender to make a Revolving Credit Loan and the Term B Lenders to make a Term B Loan hereunder is subject to the satisfaction of such conditions precedent before or concurrently with the Effective Date):

(a) The Administrative Agent shall have received on or before the Effective Date the following, each dated such day (unless otherwise specified) and in form and substance reasonably satisfactory to the Administrative Agent:

(i) The Notes, duly executed and delivered by the Borrower and payable to the order of the Lenders, to the extent requested by the Lenders pursuant to the terms of Section 2.15.

(ii) The First Lien Security Agreement, duly executed by the Borrower, each Guarantor and MACH Gen, together with:

(A) confirmation reasonably satisfactory to the Administrative Agent that (1) certificates representing the Initial Pledged Equity referred to therein accompanied by undated membership interest powers or partnership interest powers, as applicable, executed in blank, and (2) instruments evidencing the Initial Pledged Debt referred to therein, indorsed in blank, in each case, have been delivered to the First Lien Collateral Agent,

(B) appropriately completed financing statements in form appropriate for filing under the UCC in the State of Delaware, covering the Collateral described in the First Lien Security Agreement,

(C) completed requests for information or similar search reports, dated on or before the Effective Date, listing all effective financing statements filed in the jurisdictions where the Loan Parties are incorporated or in which the Projects are located that name any Loan Party as debtor, together with copies of such other financing statements,

(D) true and complete copies of each Material Contract,

(E) [Reserved],

(F) a First Lien Consent and Agreement in respect of each Commodity Hedge and Power Sale Agreement and each other Material Contract set forth on Schedule 3.01(a)(ii)(F) hereto; and

(G) evidence that all other action that the Administrative Agent and the First Lien Collateral Agent may deem reasonably necessary in order to perfect and protect the first priority liens and security interests created under the First Lien Security Agreement has been taken.

(iii) Original counterparts of the mortgages, deeds of trust or security deeds encumbering each of the Real Properties and substantially in the form of Exhibit D (with such changes or modifications as may be required by local law and, with respect to the mortgage with respect to the New York property, with such modifications as Greene County Industrial Development Agency or its counsel may reasonably request), duly executed by the appropriate Loan Party (collectively the "***Initial First Lien Mortgages***"), together with:

(A) evidence that counterparts of the Initial First Lien Mortgages have been either (x) duly recorded on or before the Effective Date or (y) duly executed, acknowledged and delivered to the Title Company in form suitable for filing or recording, in all filing or recording offices necessary in order to create a valid first and subsisting Lien on the property described therein in favor of the First Lien Collateral Agent for the benefit of the First Lien Secured Parties and that all filing and recording taxes and fees have been paid to the Title Company,

(B) certified copies of the fully paid American Land Title Association Lender's Extended Coverage title insurance policies in the amount of $420,000,000 for New York property (Athens), $150,000,000 for Arizona property (Harquahala) and $80,000,000 for Massachusetts property (Millennium), in form and substance and with endorsements (including zoning endorsements) to the extent available, issued by the Title Company, and reinsured by title insurers reasonably acceptable to the Administrative Agent and the First Lien Collateral Agent, insuring the Initial First Lien Mortgages to be valid first and subsisting Liens on the property described therein, free of all defects (including, but not limited to, mechanics' and materialmen's Liens) and encumbrances, excepting only Permitted Liens, and providing for such other affirmative insurance (including endorsements for future advances under the Loan Documents and for mechanics' and materialmen's Liens) and such direct access, in each case, substantially in the form as provided in the title insurance policies insuring the first lien mortgages in connection with the Pre-Petition First Lien Credit Agreement,

(C) certified copies of the American Land Title Association/American Congress on Surveying and Mapping form surveys, which were certified to the Administrative Agent and the First Lien Collateral Agent and the Title Company in connection with the Pre-Petition First Lien Credit Agreement by a land surveyor duly registered and licensed in the States in which the property described in such surveys is located, together with a survey affidavit of the applicable Loan Parties satisfactory to the Title Company,

(D) evidence of the insurance required by the terms of the First Lien Mortgages, and

(E) such other consents, agreements and confirmations of lessors and third parties as the Administrative Agent or the First Lien Collateral Agent may deem reasonably necessary or desirable and evidence that all other actions that the Administrative Agent or the First Lien Collateral Agent may deem necessary or desirable in order to create the valid first and subsisting Liens on the property described in the First Lien Mortgages has been taken.

(iv) The Intercreditor Agreement, in form and substance satisfactory to the Administrative Agent, and duly executed by the Borrower and each Guarantor and each other party thereto as of the Effective Date.

(v) The Security Deposit Agreement, in form and substance satisfactory to the Administrative Agent, and duly executed by the Borrower and each Guarantor and each other party thereto as of the Effective Date.

(vi) Certified copies of the resolutions of the board of directors of MACH Gen and authorizations of the sole member or general partner, as applicable, of each Loan Party approving the Loan Documents to which it is or is to be a party and the transactions contemplated thereby, and of all documents evidencing other necessary corporate action and governmental and other third party approvals and consents, if any, with respect to the Loan Documents to which it is or is to be a party and the transactions contemplated thereby.

(vii) A copy of a certificate of the Secretary of State of Delaware, dated reasonably near the Effective Date certifying (A) as to a true and correct copy of the certificate of formation or certificate of limited partnership, as the case may be, of MACH Gen or such Loan Party and each amendment thereto on file in such Secretary's office and (B) that (1) such amendments are the only amendments to such MACH Gen's or Loan Party's certificate of formation or certificate of limited partnership, as the case may be, on file in such Secretary's office, (2) to the extent applicable, MACH Gen or such Loan Party has paid all franchise taxes to the date of such certificate and (3) to the extent applicable, MACH Gen or such Loan Party is duly formed and in good standing or presently subsisting under the laws of the State of Delaware.

(viii) A certificate of MACH Gen and each Loan Party signed on behalf of such Person by its chief executive officer, dated the Effective Date (the statements made in which certificate shall be true on and as of the Effective Date), certifying as to (A) the absence of any amendments to the certificate of formation or certificate of limited partnership, as the case may be, of such Person since the date of the Secretary of State's certificate referred to in Section 3.01(a)(vii), (B) a true and correct copy of the limited liability company agreement or limited partnership agreement, as the case may be, of such Person as in effect on the date on which the resolutions referred to in Section 3.01(a)(vi) were adopted and on the Effective Date, (C) the due formation and good standing or valid existence of such Person as a limited liability company or limited partnership, as the case may be, organized under the laws of the jurisdiction of its

formation, and the absence of any proceeding for the dissolution or liquidation of such Person, (D) the truth in all material respects of the representations and warranties contained in the Loan Documents as though made on and as of the Effective Date and (E) the absence of receipt of notice from a party to the IDA Lease or a PILOT Document asserting that a breach or default has occurred and is continuing thereunder.

(ix) In the case of MACH Gen, a certificate of MACH Gen executed by a director of MACH Gen, and in the case of each Loan Party, a certificate of the sole member or general partner, as applicable, of such Loan Party executed by a director of such sole member or general partner, in each case, certifying the name and true signature of the officer or representative of such Loan Party authorized to sign each Loan Document to which it is or is to be a party and the other documents to be delivered hereunder and thereunder.

(x) A certificate in substantially the form of Exhibit E, attesting to the Solvency of MACH Gen, the Borrower and its Subsidiaries on a Consolidated basis after giving effect to the Prior Plan of Reorganization, the Loan Documents and the transactions contemplated thereby, from its chief executive officer.

(xi) (A) A certified hard copy of, and a computer disk containing, *pro forma* cash flow statements with respect to the Borrower and its Subsidiaries for the period from the Effective Date through and including Fiscal Year 2030 (the "***Base Case Projections***"); and (B) a certified copy of the operating budget for the Borrower and its Subsidiaries for Fiscal Year 2014 (the "***Initial Operating Budget***").

(xii) A *pro forma* balance sheet of the Borrower and its Subsidiaries, on a Consolidated basis, as of the Effective Date after giving effect to the Prior Plan of Reorganization and the Loans and extensions of credit pursuant to this Agreement occurring on the Effective Date.

(xiii) [Reserved.]

(xiv) Copies of all certificates representing the policies, endorsements and other documents required under Section 5.01(d) to be in effect as of the Effective Date, accompanied by (A) a certificate of the Borrower signed by its chief executive officer certifying that the copies of each of the policies, endorsements and other documents delivered pursuant to this Section 3.01(a)(xiv) are true, correct and complete copies thereof, (B) letters from the Borrower's insurance brokers or insurers, dated not earlier than fifteen (15) days prior to the Effective Date, stating with respect to each such insurance policy that (1) such policy is in full force and effect, (2) all premiums theretofore due and payable thereon have been paid and (3) the underwriters of such insurance have agreed that the policies, when issued, will contain the provisions required under Section 5.01(d) and (C) a certificate from the Independent Insurance Consultant in form and substance reasonably satisfactory to the Lenders confirming that such required insurance is in full force and effect in accordance with the terms of this Agreement.

(xv) An opinion of Milbank, Tweed, Hadley & McCloy LLP, counsel for the Loan Parties, in form and substance reasonably satisfactory to the Administrative

Agent (including, without limitation, with respect to the enforceability of this Agreement).

(xvi) Opinions of local counsel for the Loan Parties in substantially the form of Exhibit G with respect to the enforceability and perfection of each Initial First Lien Mortgage and any related fixture filings, in form and substance reasonably satisfactory to the Administrative Agent.

(b) The Prior Plan of Reorganization shall have been confirmed by the Bankruptcy Court, and the order of the Bankruptcy Court confirming the Prior Plan of Reorganization shall (i) approve and authorize the Facilities, the transactions contemplated hereby and the granting of the Liens securing the Facilities, and (ii) be in full force and effect and shall not have been stayed, reversed, amended or modified.

(c) The conditions to effectiveness of the Prior Plan of Reorganization shall have been satisfied, and the Prior Plan of Reorganization will be substantially consummated with the effectiveness of this Agreement on the Effective Date.

(d) The Administrative Agent shall be satisfied that all Existing Debt has been (or is contemporaneously being) prepaid, redeemed or defeased in full or otherwise satisfied and extinguished, including all interest, fees and other amounts accrued and unpaid in accordance with the Final Financing Order (as defined in the Restructuring Support Agreement), and all commitments relating thereto are (or are contemporaneously being) terminated.

(e) Before giving effect to the Loan Documents and the transactions contemplated thereby, there shall have occurred no Material Adverse Change since the date of confirmation of the Prior Plan of Reorganization by the Bankruptcy Court.

(f) There shall exist no action, suit, investigation, litigation or proceeding affecting any Loan Party or any of its Subsidiaries pending or threatened in writing before any Governmental Authority that (i) could reasonably be expected to have a Material Adverse Effect or materially impair or interfere with the operations of any Project Company or (ii) purports to affect the legality, validity or enforceability of any Loan Document or the consummation of the transactions contemplated hereby.

(g) Except for any Governmental Authorizations required in connection with the Lender Parties' exercise of remedies under the Loan Documents, all Governmental Authorizations and third party consents and approvals necessary in connection with the Loan Documents and the transactions contemplated thereby or for the ownership and operation of the Projects at full design capacity shall have been obtained (without the imposition of any condition that is not acceptable to the Administrative Agent or the Lenders) and shall remain in effect.

(h) The Borrower shall have paid (or shall be contemporaneously paying from the proceeds of the Loans) all accrued fees of the Agents and the Lender Parties, and all accrued expenses of the Agents (including all accrued fees and expenses of counsel to the Administrative Agent and local counsel to the Lender Parties) and other compensation contemplated in connection with this Agreement, the Final DIP Order and the Prior Plan of Reorganization payable to the Administrative Agent and the Lender Parties in respect of the transactions contemplated by this Agreement.

(i) The Administrative Agent shall be reasonably satisfied that the amount of committed financing available to the Borrower shall be sufficient to meet the ongoing financial needs of the Borrower and its Subsidiaries after giving effect to the Loan Documents and the transactions contemplated thereby.

Notwithstanding anything herein to the contrary, each of the Administrative Agent, the Collateral Agent and the Lender Parties party hereto acknowledge and agree that each of the conditions precedent set forth in this Section 3.01 were previously satisfied and that the "Effective Date" shall be April 28, 2014 for all purposes under this Agreement.

SECTION 3.02. Conditions Precedent to Each Borrowing and Issuance. The obligation of each Appropriate Lender to make a Loan (other than a Revolving Letter of Credit Loan made by a Revolving Issuing Bank or a Revolving Credit Lender pursuant to Section 2.03(c)), or deem to make any Term B Loan on the occasion of each Borrowing (including the initial Borrowing), and the obligation of each Revolving Issuing Bank to issue a Revolving Letter of Credit or refinance an Existing Letter of Credit (including on the Effective Date) shall be subject to the conditions precedent that on the date of such Borrowing or other extension of credit the following statements shall be true and the Administrative Agent shall have received for the account of such Lender or such Revolving Issuing Bank a certificate signed by a Responsible Officer of the Borrower, dated the date of such Borrowing or extension of credit, stating that (and each of the giving of the applicable Notice of Borrowing or Notice of Issuance and the acceptance by the Borrower of the proceeds of such Borrowing or such Revolving Letter of Credit shall constitute a representation and warranty by the Borrower that both on the date of such notice and on the date of such Borrowing or extension of credit such statements are true):

(a) the representations and warranties contained in each Loan Document are true and correct in all material respects on and as of such date, before and after giving effect to such Borrowing or other extension of credit and to the application of the proceeds therefrom, as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date); *provided*, that if a representation and warranty is qualified as to materiality, with respect to such representation and warranty, the materiality qualifier set forth above shall be disregarded; and

(b) no Default has occurred and is continuing, or would result from such Borrowing or other extension of credit or from the application of the proceeds therefrom.

SECTION 3.03. Conditions Precedent to the Restatement Date. The occurrence of the Restatement Date shall be subject to the conditions precedent that on such date the following statements shall be true and the Administrative Agent shall have received for the account of the Lender Parties a certificate signed by a Responsible Officer of the Borrower, dated as of such date, stating that:

(a) except as set forth in such certificate, the representations and warranties contained in each Loan Document are true and correct in all material respects on and as of such date, as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date); *provided*, that if a

representation and warranty is qualified as to materiality, with respect to such representation and warranty, the materiality qualifier set forth above shall be disregarded; and

(b) except as set forth in such certificate, no Default or Event of Default has occurred and is continuing.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

SECTION 4.01. Representations and Warranties. Each Loan Party represents and warrants as follows:

(a) Organization. It (i) is a limited liability company or limited partnership duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, (ii) is duly qualified and in good standing as a limited liability company or limited partnership in each other jurisdiction in which it owns or leases property or in which the conduct of its business requires it to so qualify or be licensed except where the failure to so qualify or be licensed could not reasonably be expected to have a Material Adverse Effect and (iii) has all requisite limited liability company or partnership (as applicable) power and authority (including, without limitation, all Governmental Authorizations) to own or lease and operate its properties and to carry on its business as now conducted and as proposed to be conducted.

(b) Location. Set forth on Schedule 4.01(b) hereto is a complete and accurate list of all Loan Parties, showing as of the date hereof (as to each Loan Party) the jurisdiction of its formation, the address of its principal place of business and its U.S. taxpayer identification number. The copy of the charter, certificate of formation or certificate of limited partnership, as applicable, of each Loan Party and each amendment thereto provided pursuant to Section 3.01(a)(vii) is a true and correct copy of each such document, each of which is valid and in full force and effect.

(c) Ownership Information. Set forth on Schedule 4.01(c) hereto is a complete and accurate list of all Subsidiaries of each Loan Party, showing as of the date hereof (as to each such Subsidiary) the jurisdiction of its formation, the number of shares, membership interests or limited partnership interests (as applicable) of each class of its Equity Interests authorized, and the number outstanding, on the date hereof and the percentage of each such class of its Equity Interests owned (directly or indirectly) by such Loan Party and the number of shares, membership interests or limited partnership interests (as applicable) covered by all outstanding options, warrants, rights of conversion or purchase and similar rights at the date hereof. All of the outstanding Equity Interests in each Loan Party's Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by such Loan Party or one or more of its Subsidiaries free and clear of all Liens, except those created under the First Lien Collateral Documents, or Liens expressly permitted by Section 5.02(a).

(d) Authorization Non-Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which it is or is to be a party, and the consummation of the transactions contemplated thereby, are within such Loan Party's limited liability company or limited partnership (as applicable) powers, have been duly authorized by all necessary limited liability company or limited partnership (as applicable) action, and do not (i)

contravene such Loan Party's limited liability company agreement, limited partnership agreement or other constituent documents, (ii) violate any law, rule, regulation (including, without limitation, Regulation X of the Board of Governors of the Federal Reserve System), order, writ, judgment, injunction, decree, determination or award applicable to or binding on it, (iii) conflict with or result in the breach of, or constitute a default or require any payment to be made under, a Contractual Obligation of any Loan Party (except to the extent such conflict, breach, default or payment could not reasonably be expected to have a Material Adverse Effect) or (iv) except for the Liens created under the First Lien Collateral Documents, result in or require the creation or imposition of any Lien upon or with respect to any of the Properties of any Loan Party or any of its Subsidiaries. As of the Restatement Date, no Loan Party is in violation of any such law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or in breach of any such contract, loan agreement, indenture, mortgage, deed of trust, lease or other instrument, the violation or breach of which could reasonably be expected to have a Material Adverse Effect.

(e) Consents and Approvals.

(i) No Governmental Authorization, and no notice to, filing with, or consent or approval of any other third party is required for (A) the due execution, delivery, recordation, filing or performance by any Loan Party of any Loan Document to which it is or is to be a party, or for the consummation of the transactions contemplated thereby, (B) the grant by any Loan Party of the Liens granted by it pursuant to the First Lien Collateral Documents, (C) the perfection or maintenance of the Liens created under the First Lien Collateral Documents (including the first priority (subject to Liens expressly permitted by Section 5.02(a) (other than the Liens created by the Second Lien Collateral Documents in accordance with Section 5.02(a)(ii))) nature thereof) or (D) the exercise by any Agent or any Lender Party of its rights under the Loan Documents or the remedies in respect of the Collateral pursuant to the First Lien Collateral Documents, except for (1) those Governmental Authorizations, notices and filings set forth on Schedule 4.01(e), all of which except as set forth on Schedule 4.01(e) or that are otherwise a Governmental Authorization described in clauses (2) or (3) below, (x) have been duly obtained, taken, given or made, (y) are in full force and effect, and (z) are free from conditions or requirements that have not been met or complied with (other than requirements not complied with as a result of the Loan Parties entering into the Restructuring Support Agreement), (2) any FERC, New York Public Service Commission or Federal Communications Commission approvals required in connection with the Lender's exercise of remedies under the Loan Documents or (3) those Governmental Authorizations, notices, filings with, or consents of, any other third party, the failure of which to obtain and maintain could not reasonably be expected to result in a Material Adverse Effect.

(ii) No Governmental Authorization, and no notice to, filing with, or consent or approval of any Governmental Authority or any other third party is required in connection with the operation of the Projects in accordance with applicable law and as otherwise contemplated by this Agreement, except for (A) the Governmental Authorizations, notices and filings set forth on Schedule 4.01(e), all of which except as set forth on Schedule 4.01(e) (or that are otherwise a Governmental Authorization described in clause (B) below), (1) have been duly obtained, taken, given or made, (2) are in full force

and effect and (3) are free from conditions or requirements that have not been met or complied with or (B) those Governmental Authorizations, notices, filings with or consents of any other third party, the failure of which to obtain and maintain could not reasonably be expected to result in a Material Adverse Effect.

(f) Binding Agreement. This Agreement has been, and each other Loan Document when delivered hereunder will have been, duly executed and delivered by each Loan Party party thereto and constitute legal, valid and binding obligations of each Loan Party party thereto, enforceable against each such Loan Party in accordance with its terms.

(g) Litigation. There is no action, suit, investigation, litigation or proceeding affecting any Loan Party or any of its Subsidiaries, including any Environmental Action, pending or threatened in writing before any Governmental Authority or arbitrator that (i) could reasonably be expected to have a Material Adverse Effect or (ii) purports to affect the legality, validity or enforceability of any Loan Document or the consummation of the transactions contemplated thereby.

(h) Financial Statements.

(i) The Consolidated balance sheet of the Borrower and its Subsidiaries, the related Consolidated statement of income and Consolidated statement of cash flows of the Borrower and its Subsidiaries for the Fiscal Year then ended, and the Consolidated balance sheet of the Borrower and its Subsidiaries and the related Consolidated statement of income and Consolidated statement of cash flows of the Borrower and its Subsidiaries for the three months then ended, duly certified by a Responsible Officer of the Borrower, in each case which have most recently been furnished to the Administrative Agent pursuant to Section 3.01 or Section 5.03, fairly present in all material respects, subject, in the case of any interim balance sheet and related statements of income and cash flows for the relevant three months then ended, to year-end audit adjustments, the Consolidated financial condition of the Borrower and its Subsidiaries as at the dates of such financial statements and the Consolidated results of operations of the Borrower and its Subsidiaries for the periods ended on such dates, all in accordance with GAAP applied on a consistent basis.

(ii) Since December 31, 2017, there has been no Material Adverse Change.

(iii) The Consolidated forecasted balance sheet, statement of income and statement of cash flows of the Borrower and its Subsidiaries, the Base Case Projections and all other projections and forward-looking information delivered to the Administrative Agent pursuant to Section 3.01(a)(xi) or 5.03 were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair in light of the conditions existing at the time of delivery of such forecasts, and represented, at the time of delivery, the Borrower's best estimate of its future financial performance.

(i) Information. As of the Restatement Date, no information, exhibit or report furnished by or on behalf of any Loan Party to any Agent or any Lender Party in connection with the negotiation and syndication of the Loan Documents or pursuant to the terms of the Loan Documents contained, when taken as a whole, and as of the date such information, exhibit or

report (as applicable) was so furnished, any untrue statement of a material fact or omitted to state a material fact necessary to make the statements made therein not misleading in light of the circumstances under which such statements were made; *provided, however*, that, except as set forth herein, no representation or warranty is made with respect to any projections or other forward looking statements provided by or on behalf of any Loan Party or any of their Affiliates.

(j) Margin Stock. The Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying Margin Stock, and no proceeds of any Loan or drawings under any Revolving Letter of Credit will be used to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock.

(k) Investment Company Act. No Loan Party is an "*investment company*," as defined in or subject to regulations under the Investment Company Act of 1940, as amended.

(l) Security Interest. All filings and other actions necessary to perfect and protect the security interest in the Collateral created under the First Lien Collateral Documents have been duly made or taken and are in full force and effect, and the First Lien Collateral Documents create in favor of the First Lien Collateral Agent for the benefit of the First Lien Secured Parties legal, valid, enforceable and, together with such filings and other actions, perfected first priority (subject to subject to Liens expressly permitted by Section 5.02(a) (other than the Liens created by the Second Lien Collateral Documents in accordance with Section 5.02(a)(ii))) Liens in the Collateral, securing the payment of the First Lien Obligations. The Loan Parties are the legal and beneficial owners of the Collateral free and clear of any Lien, except for the liens and security interests created or permitted under the Loan Documents.

(m) [Reserved.]

(n) ERISA Etc. (i) No ERISA Event has occurred or is reasonably expected to occur with respect to any Plan that has resulted in or is reasonably expected to result in a material liability of any Loan Party or any ERISA Affiliate.

(ii) Neither any Loan Party nor any ERISA Affiliate has incurred or is reasonably expected to incur any material Withdrawal Liability to any Multiemployer Plan.

(iii) Neither any Loan Party nor any ERISA Affiliate has been notified by the sponsor of a material Multiemployer Plan that such Multiemployer Plan is in reorganization or has been terminated, within the meaning of Title IV of ERISA, and no such Multiemployer Plan is reasonably expected to be in reorganization or to be terminated, within the meaning of Title IV of ERISA.

(o) Environmental Matters.

(i) Except as otherwise set forth on Part I of Schedule 4.01(o) hereto, the operations and properties of each Loan Party and each of its Subsidiaries comply with all applicable Environmental Laws and Environmental Permits, all past non-compliance with such Environmental Laws and Environmental Permits has been resolved without ongoing obligations or costs, except for any such noncompliance, obligation or cost that could not reasonably be expected to have a Material Adverse Effect and, to the best knowledge of each Loan Party, no circumstances exist that could (A) form the basis of an

Environmental Action against any Loan Party or any of its Subsidiaries or any of their properties that could reasonably be expected to have a Material Adverse Effect or (B) cause any such property to be subject to any restrictions on ownership or transferability, or subject to any material Lien, under any Environmental Law.

(ii) Except as otherwise set forth on Part II of Schedule 4.01(o) hereto, none of the properties currently or formerly owned or operated by any Loan Party or any of its Subsidiaries is currently listed or proposed for listing on the NPL or on the CERCLIS or any analogous state or local list; there are no and never have been any underground or aboveground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed on any property currently owned or operated by any Loan Party or any of its Subsidiaries; there is no asbestos or asbestos-containing material on any property currently owned or operated by any Loan Party or any of its Subsidiaries that requires abatement under any applicable Environmental Law; and Hazardous Materials have not been released, discharged or disposed of on any property currently or formerly owned or operated by any Loan Party or any of its Subsidiaries in a manner that would reasonably be expected to require any material investigation, cleanup, remediation or remedial action by any Loan Party under any applicable Environmental Law.

(iii) Except as otherwise set forth on Part III of Schedule 4.01(o) hereto, neither any Loan Party nor any of its Subsidiaries is undertaking, and has not completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any governmental or regulatory authority or the requirements of any Environmental Law; and all Hazardous Materials generated, used, treated, handled or stored at, or transported to or from, any property currently or formerly owned or operated by any Loan Party or any of its Subsidiaries have been disposed of in a manner not reasonably expected to result in liability to any Loan Party or any of its Subsidiaries except, in each case above, where any such investigation or assessment or remedial or response action or liability could not reasonably be expected to have a Material Adverse Effect.

(p) Tax Matters. (i) Neither any Loan Party nor any of its Subsidiaries is party to any tax sharing agreement.

(ii) Each Loan Party and each of its Subsidiaries has filed, has caused to be filed or has been included in all tax returns (Federal, state, local and foreign) required to be filed, other than those tax returns where the failure to file such returns could not be reasonably expected to have a Material Adverse Effect or to result in a liability of such Loan Party and its Subsidiaries in an amount in excess of $2,000,000 at any time, and has paid all taxes shown thereon to be due, together with applicable interest and penalties (other than taxes contested in good faith by proper proceedings to the extent that adequate reserves are being maintained therefor).

(iii) No issues have been raised by the Internal Revenue Service in respect of federal income tax returns for years for which the expiration of the applicable

statute of limitations has not occurred by reason of extension or otherwise that, in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(iv) No issues have been raised by any state, local or foreign taxing authorities, in respect of the returns for years for which the expiration of the applicable statute of limitations has not occurred by reason of extension or otherwise, that, in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(q) [Reserved].

(r) Owned Real Property. Set forth on Schedule 4.01(r) hereto is a complete and accurate list of all real property owned by any Loan Party, showing as of the date hereof the street address, county or other relevant jurisdiction, state and record owner thereof. Each Loan Party has good and marketable fee simple title to such real property, free and clear of all Liens, other than Liens expressly permitted by Section 5.02(a) (other than the Liens created by the Second Lien Collateral Documents in accordance with Section 5.02(a)(ii)).

(s) Leased Real Property. Set forth on Schedule 4.01(s) hereto is a complete and accurate list of all leases of real property under which any Loan Party is the lessee, showing as of the date hereof the street address, county or other relevant jurisdiction, state, lessor and lessee thereof. Each such lease is the legal, valid and binding obligation of the parties thereto, enforceable in accordance with its terms.

(t) Material Contracts. Each Material Contract (i) has been duly authorized, executed and delivered by all parties thereto, (ii) has not been amended or otherwise modified from the form previously delivered to the Administrative Agent except to the extent permitted under the terms of the Loan Documents and (iii) is in full force and effect and is binding upon and enforceable against all parties thereto in accordance with its terms, and to the best knowledge of the Loan Parties, there exists no material default under any Material Contract by any party thereto other than any default caused as a result of the solvency of the Loan Parties or the Loan Parties entering into the Restructuring Support Agreement and the implementation of the transactions thereunder and as to which defaults (if any) the relevant counterparty(ies) to such Material Contract cannot exercise remedies. All Material Contracts and Hedge Agreements, including all amendments thereto, to which any Loan Party is a party and in effect as of the Restatement Date are set forth on Schedule 4.01(t).

(u) Accounts. Neither the Borrower nor any of its Subsidiaries has any deposit or securities accounts other than (i) the Accounts, (ii) Pledged Accounts, (iii) Counterparty Collateral Accounts (if any), (iv) deposit or securities accounts (if any) with (A) in each case, less than $300,000 on deposit in, or credited to, any such deposit or securities account and (B) in each case, to the extent any such deposit or securities account is (1) permitted under the Security Agreement (other than Section 9(f) thereof) and the Security Deposit Agreement (other than any requirement thereunder that incorporates Section 9(f) of the Pre-Petition First Lien Security Agreement) and (2) not required to be a Pledged Account, (v) the Utility Deposit Account, *provided that* the Borrower shall solely be permitted from time to time to deposit an amount equal to the Utility Deposit (as defined in the Utilities Order) and (vi) as otherwise permitted under the terms of this Agreement and the other Loan Documents.

(v) Regulatory Status. Each Project Company: (i) meets the requirements for, and has made the necessary filing with, or has been determined by, FERC to be an exempt wholesale generator ("***EWG***") within the meaning of Section 1262(6) of the Public Utility Holding Company Act of 2005 ("***PUHCA***"); (ii) is authorized by FERC pursuant to Section 205 of the FPA to sell electric power, including energy and capacity, at market-based rates; and (iii) is granted blanket authorization by FERC to issue securities and assume obligations and liabilities pursuant to Section 204 of the FPA.

(w) FERC Proceedings. There are no pending FERC proceedings in which the EWG status, market-based rate authority or blanket FPA Section 204 authority of a Project Company is subject to withdrawal, revocation or material modification.

(x) Regulatory Approvals. Except for any FERC approvals required in connection with the Lender Parties' exercise of remedies under the Loan Documents, no approvals or authorizations from FERC are required to be obtained by any Project Company, the Loan Parties, the First Lien Collateral Agent or the Lender Parties with respect to the Loan Documents and the transactions contemplated thereby.

(y) Existing Regulatory Orders. The Borrower and each Project Company is in full compliance with the terms and conditions of all orders issued by FERC under Section 203 of the FPA and obtained by the Borrower or any Project Company.

(z) PUHCA. The Borrower is a "*holding company*" within the meaning of Section 1262(8) of PUHCA solely with respect to its ownership of one or more EWGs, and is not subject to or is otherwise exempt from regulation under PUHCA.

(aa) Patriot Act. No Loan Party is in material violation of any Anti-Terrorism Laws. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

(bb) Secured Obligations. As of the Restatement Date, there are no First Lien Obligations other than Obligations arising under this Agreement.

(cc) Excluded G&A Services. The categories and description of general and administrative expenses contained in the definition of "Excluded G&A Services" (solely on any date that this representation is made following the Restatement Date, together with any additional expenses disclosed to the Administrative Agent by the Borrower in writing after the Restatement Date) are a true, correct and complete description of the general and administrative services provided or performed by the G&A Services Providers for the benefit of the Loan Parties.

ARTICLE V

COVENANTS

SECTION 5.01. Affirmative Covenants. Until a Repayment Event has occurred, the Borrower and each Guarantor will:

(a) Compliance with Laws, Etc. Comply, and cause each of its Subsidiaries to comply with all applicable laws, rules, regulations and orders binding on the Borrower or such Subsidiary, such compliance to include, without limitation, compliance with ERISA and the Racketeer Influenced and Corrupt Organizations Chapter of the Organized Crime Control Act of 1970, other than any such non-compliance which could not reasonably be expected to have a Material Adverse Effect.

(b) Payment of Taxes, Etc. Pay and discharge, and cause each of its Subsidiaries to pay and discharge, before the same shall become delinquent, (i) all taxes, assessments and governmental charges or levies imposed upon it or upon its property and (ii) all lawful claims that, if unpaid, might by law become a Lien upon its property (unless, in the case of (i) and (ii), the failure to do so could not reasonably be expected to have a Material Adverse Effect, or to result in a liability of such Loan Party and its Subsidiaries in an amount in excess of $2,000,000 at any time); *provided*, *however*, that neither the Borrower nor any of its Subsidiaries shall be required to pay or discharge any such tax, assessment, charge or claim that is being contested in good faith and by proper proceedings to the extent that adequate reserves are being maintained.

(c) Compliance with Environmental Laws. Comply, and cause each of its Subsidiaries and, if applicable, take commercially reasonable efforts to cause, all lessees and other Persons operating or occupying its properties to comply, in all material respects, with all applicable Environmental Laws and Environmental Permits; obtain and renew, and cause each of its Subsidiaries to obtain and renew, all material Environmental Permits necessary for its operations and properties; and conduct, and cause each of its Subsidiaries to conduct, any investigation, study, sampling and testing, cleanup, removal, remedial or other action in response to any release, discharge or disposal of any Hazardous Materials from or at any of its properties, to the extent required by, and in material compliance with, all Environmental Laws; *provided*, *however*, that neither the Borrower nor any of its Subsidiaries shall be required to undertake any such cleanup, removal, remedial or other action to the extent that its obligation to do so is being contested in good faith and by proper proceedings provided appropriate reserves are being maintained with respect to such circumstances.

(d) Maintenance of Insurance. Maintain, and cause each of its Subsidiaries to maintain, insurance in accordance with Schedule 5.01(d).

(e) Preservation of Existence, Etc. Preserve and maintain, and cause each of its Subsidiaries to preserve and maintain, its existence as a limited liability company or limited partnership, as applicable, its good standing in the State of Delaware and, to the extent required under applicable law, its qualification to do business and good standing in each other state or jurisdiction in which it operates a material part of its business; *provided*, *however*, that the Borrower and its Subsidiaries may consummate any merger or consolidation permitted under Section 5.02(d).

(f) Visitation Rights. Upon reasonable notice, at any reasonable time and from time to time, permit any of the Agents or any of the Lender Parties, or any agents or representatives thereof, to examine and make copies of and abstracts from the records and books of account of, and visit the properties of, the Borrower and any of its Subsidiaries, and to discuss the affairs, finances and accounts of the Borrower and any of its Subsidiaries with any of their officers or directors and with their independent certified public accountants; *provided* that so long as no Default shall have occurred and be continuing, unless the Borrower shall have consented thereto, neither the Agents nor the Lender Parties shall be entitled to more than one visit at the cost of Borrower to any single Project in any Fiscal Year.

(g) Keeping of Books. Keep, and cause each of its Subsidiaries to keep, proper books of record and account in accordance with GAAP.

(h) Maintenance of Properties, Etc. Maintain, preserve and protect, and cause each of its Subsidiaries to maintain, preserve and protect, all of its properties and equipment necessary in the conduct of the business of the Projects in good working order and condition, ordinary wear and tear excepted, and in accordance with Prudent Industry Practices.

(i) Transactions with Affiliates. Conduct, and cause each of its Subsidiaries to conduct, all transactions otherwise permitted under the Loan Documents with any of their Affiliates on terms that are, when taken as a whole, fair and reasonable and no less favorable to the Borrower or such Subsidiary than it would obtain in a comparable arm's length transaction with a Person not an Affiliate; *provided*, that the Harquahala Reorganization shall be deemed to be in compliance with the foregoing.

(j) Covenant to Give Security. Upon the acquisition of (i) fee title to any property which is leased pursuant to the IDA Lease or (ii) any other property by any Loan Party with a fair market value in excess of $5,000,000 or which is otherwise necessary or desirable for the continued operation of any Project, and such property, in the judgment of the Administrative Agent, shall not already be subject to a perfected first priority (subject to Liens expressly permitted by Section 5.02(a) (other than the Liens created by the Second Lien Collateral Documents in accordance with Section 5.02(a)(ii))) security interest in favor of the First Lien Collateral Agent for the benefit of the First Lien Secured Parties, then in each case at the Borrower's expense:

(i) within 10 days after such acquisition, furnish to the Administrative Agent and the First Lien Collateral Agent a description of the real and personal properties so acquired, in each case in detail satisfactory to the Administrative Agent; and

(ii) promptly, but in any event within 90 days after such acquisition, take all such actions and execute and deliver, or cause to be executed and delivered, all such mortgages, estoppel and consent agreements of lessors, documents, instruments, agreements, opinions and certificates with respect to such Property as the Administrative Agent shall reasonably request to create (and provide evidence thereof) a valid and perfected first priority (subject to Liens expressly permitted by Section 5.02(a) (other than the Liens created by the Second Lien Collateral Documents in accordance with Section 5.02(a)(ii))) Lien on such Property in favor of the First Lien Collateral Agent (for the benefit of the First Lien Secured Parties).

(k) Further Assurances. Promptly upon request by any Agent, or any Lender Party through the Administrative Agent, do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, conveyances, pledge agreements, mortgages, estoppel and consent agreements of lessors, deeds of trust, trust deeds, assignments, financing statements and continuations thereof, termination statements, notices of assignment, transfers, certificates, assurances and other instruments as any Agent, or any Lender Party through the Administrative Agent, may reasonably require from time to time in order to (i) carry out more effectively the purposes of the Loan Documents, (ii) to the fullest extent permitted by applicable law, subject any Loan Party's or any of its Subsidiaries' properties, assets, rights or interests to the Liens now or hereafter intended to be covered by any of the First Lien Collateral Documents and (iii) perfect and maintain the validity, effectiveness and priority of any of the First Lien Collateral Documents and any of the Liens intended to be created thereunder.

(l) Accounts. (i) Establish and maintain, and cause each other Loan Party to maintain at all times in accordance with the Security Deposit Agreement, the Accounts, (ii) cause all Revenues (as defined in the Security Deposit Agreement) and other amounts payable to it to be deposited into, or credited to, the Accounts, in accordance with the terms of the Security Deposit Agreement and (iii) cause all funds deposited in the Accounts to be applied and disbursed in accordance with the terms of the Security Deposit Agreement, including directing the Depositary to transfer funds from the Revenue Account to the Debt Service Reserve Account pursuant to priority *fifth* of Section 3.2 of the Security Deposit Agreement as when necessary (to the extent of available funds) so that the balance in the Debt Service Reserve Account is equal to the Debt Service Reserve Requirement.

(m) Commodity Hedge Counterparty Security. Any Loan Party that enters into a Commodity Hedge and Power Sale Agreement that benefits from a Lien permitted pursuant to Section 5.02(a)(i) shall:

(i) require that the terms and conditions of such Commodity Hedge and Power Sale Agreement provide that if the Commodity Hedge Counterparty thereto ceases at any time to have a Required Rating (including with respect to any Person guaranteeing the obligations of such Commodity Hedge Counterparty), such Commodity Hedge Counterparty will provide collateral in amount and form, and pursuant to documents, customarily provided in comparable transactions to secure its obligations under the applicable Commodity Hedge and Power Sale Agreement; and

(ii) exercise its rights to enforce such obligations of the Commodity Hedge Counterparty at all times, except to the extent that the Commodity Hedge and Power Sale Agreement in question has a Maximum Potential Exposure of $5,000,000 or less; *provided* that no breach shall arise hereunder if any such exercise is unsuccessful so long as the applicable Loan Party has exercised its rights to enforce.

(n) [Reserved].

(o) Performance of Material Contracts. (i) Perform and observe all the terms and provisions of each Material Contract to be performed or observed by it, maintain each such Material Contract in full force and effect, and enforce each such Material Contract in accordance with its terms unless, in each case, (A) the failure to do so would not reasonably be expected to

have a Material Adverse Effect, (B) such Material Contract has expired in accordance with its terms in the ordinary course (and not related to any default thereunder) or (C) in the case of the IDA Lease, the Borrower obtains fee title to the Athens Project as set forth in Section 6.01(n) and (ii) without limiting the generality of the foregoing, replace, or cause to be replaced (or put into place alternative arrangements (including contracts) satisfactory to the Required Lenders with respect to) any Material Contract that has expired in accordance with its terms in the ordinary course (and related to any default thereunder) to the extent such replacement (or such alternative arrangement satisfactory to the Required Lenders) is necessary or advisable in accordance with Prudent Industry Practices.

(p) Separateness. Comply with the following:

(i) Each of the Borrower and its Subsidiaries will act solely in its name and through its duly authorized officers, managers, representatives or agents in the conduct of its businesses;

(ii) Each of the Borrower and its Subsidiaries will conduct in all material respects its business solely in its own name, in a manner not misleading to other Persons as to its identity (including, without limiting the generality of the foregoing, all oral and written communications (if any), including invoices, purchase orders, and contracts); *provided*, *however*, that nothing in clause (p)(i) or this clause (p)(ii) shall prohibit the Loan Parties from continuing to refer to themselves as "MACH Gen" in oral and written communications;

(iii) Each of the Borrower and its Subsidiaries will obtain proper authorization from member(s), shareholder(s), director(s) and manager(s), as required by its limited liability company agreement or bylaws for all of its limited liability company or corporate actions; and

(iv) Each of the Borrower and its Subsidiaries will comply with the terms of its certificate of incorporation or formation and by-laws or limited liability company agreement (or similar constituent documents).

(q) Maintenance of Regulatory Status. The Project Companies shall maintain EWG status, market-based rate authority under FPA Section 205 and FPA Section 204 blanket pre-approval and comply with previously issued FPA Section 203 orders applicable to the Borrower or Project Company.

(r) Payment of Previously Deferred Amounts. On or before the Deferred Payment Date, the Borrower and its Subsidiaries shall pay in full in Cash (i) that certain amendment fee equal to $1,570,000 originally payable pursuant to that certain Fourth Amendment to the First Lien Credit Agreement, dated as of March 31, 2017, in respect of the Original Credit Agreement; and (ii) the commitment fee in the amount of $4,264.84, the letter of credit fee in the amount of $720,381.82, and the legal fees and costs in the amount of $558,390.44 which accrued through May 30, 2018 and a portion of which were due and payable on April 27, 2018 pursuant to the Original Credit Agreement. It being understood that all additional commitment fees, letter of credit fees and legal fees and costs accruing on and after the date hereof shall become due and payable in accordance with the terms of this Agreement.

(s) Excluded G&A Services. Ensure that none of the Excluded G&A Services will be paid for (including by reimbursement to any of the G&A Services Providers) by any of the Loan Parties.

(t) Athens Water Supply Permits. (i) Perform and observe all the terms and provisions of each Athens Water Supply Permit to be performed or observed by it, maintain each Athens Water Supply Permit in full force and effect, and enforce each Athens Water Supply Permit in accordance with its terms unless, in each case, (A) the failure to do so would not reasonably be expected to have a Material Adverse Effect or (B) such Athens Water Supply Permit has expired in accordance with its terms in the ordinary course (and not related to any default thereunder) and (ii) without limiting the generality of the foregoing, replace, or cause to be replaced (or put into place alternative arrangements (including contracts) satisfactory to the Required Lenders with respect to), any Athens Water Supply Permit in the event that it has expired in accordance with its terms in the ordinary course (and related to any default thereunder) to the extent such replacement (or such alternative arrangement satisfactory to the Required Lenders) is necessary or advisable in accordance with Prudent Industry Practices.

SECTION 5.02. Negative Covenants. Until a Repayment Event has occurred, neither the Borrower nor any Guarantor will, at any time:

(a) Liens, Etc. Create, incur, assume or suffer to exist, or permit any of its Subsidiaries to create, incur, assume or suffer to exist, any Lien on or with respect to any of its properties of any character (including, without limitation, accounts) whether now owned or hereafter acquired, or sign or file or suffer to exist, or permit any of its Subsidiaries to sign or file or suffer to exist, under the UCC of any jurisdiction, a financing statement that names the Borrower or any of its Subsidiaries as debtor, or sign or suffer to exist, or permit any of its Subsidiaries to sign or suffer to exist, any security agreement authorizing any secured party thereunder to file such financing statement, or assign, or permit any of its Subsidiaries to assign, any accounts or other right to receive income, except:

(i) Liens created under the First Lien Collateral Documents; *provided* that (A) such Liens only secure (1) Debt permitted under Section 5.02(b)(i) and/or (2) Debt arising under Commodity Hedge and Power Sale Agreements (I) that are entered into with Commodity Hedge Counterparties, (II) that, in the aggregate when taken together with the amount of any other Commodity Hedge and Power Sale Agreements then secured by the Collateral, are not secured by pari passu liens with the Facilities in excess of $80,000,000, minus (x) upon and following the Harquahala Reorganization, $30,000,000, and minus (y) upon and following an Asset Sale with respect to Millennium or the Millennium Project, $10,000,000, and minus (z) to the extent such amounts are greater than $20,000,000, the aggregate amount of all swap termination payments paid by the Loan Parties with respect to termination of Commodity Hedge and Power Sale Agreements during the terms of the Facilities that exceed $20,000,000, and (III) at the time that any such Commodity Hedge and Power Sale Agreement is entered into, or any Lien in respect of the Collateral is granted in respect thereof, the aggregate amount of claims due and unpaid beyond any applicable cure period under any other Commodity Hedge and Power Sale Agreements secured by the Collateral does not exceed $25,000,000, (B) such Liens are subject to the terms of the Intercreditor Agreement and (C) any lender or issuing bank (or any agent or trustee thereof) with respect to such Debt

and any Commodity Hedge Counterparty party to any such Commodity Hedge and Power Sale Agreement shall have become a party to the Intercreditor Agreement as, and shall have the obligations of, a First Lien Secured Party thereunder;

(ii) Liens created under the Second Lien Collateral Documents; *provided* that (A) such Liens only secure obligations under Commodity Hedge and Power Sale Agreements which provide by their terms that they are to be secured by a second priority Lien on the Collateral, (B) such Liens are subject to the terms of the Intercreditor Agreement and (C) any Commodity Hedge Counterparty party to any such Commodity Hedge and Power Sale Agreement shall have become a party to the Intercreditor Agreement as, and shall have the obligations of, a Second Lien Secured Party thereunder;

(iii) Permitted Liens;

(iv) [Reserved];

(v) purchase money Liens upon or in real property or equipment acquired or held by the Borrower or any of its Subsidiaries in the ordinary course of business to secure the purchase price of such property or equipment or to secure Debt incurred solely for the purpose of financing the acquisition of any such property or equipment to be subject to such Liens, or Liens existing on any such property or equipment at the time of acquisition (other than any such Liens created in contemplation of such acquisition that do not secure the purchase price), or extensions, renewals or replacements of any of the foregoing for the same or a lesser amount; *provided*, *however*, that no such Lien shall extend to or cover any property other than the property or equipment being acquired, and no such extension, renewal or replacement shall extend to or cover any property not theretofore subject to the Lien being extended, renewed or replaced; and *provided further* that the aggregate principal amount of the Debt secured by Liens permitted by this clause (v) shall not exceed the amount permitted under Section 5.02(b)(iv) at any time outstanding;

(vi) Liens arising by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights;

(vii) Liens arising from precautionary UCC financing statements regarding, and any interest or title of a licensor, lessor or sublessor under, any operating lease;

(viii) pledges or deposits of Cash or Cash Equivalents securing deductibles, self-insurance, co-payment, co-insurance, retentions or similar obligations to providers of property, casualty or liability insurance in the ordinary course of business; and

(ix) Liens arising under Capitalized Leases permitted under Section 5.02(b)(vii); *provided* that no such Lien shall extend to or cover any Collateral or assets other than the property subject to such Capitalized Leases.

(b) Debt. Create, incur, assume or suffer to exist, or permit any of its Subsidiaries to create, incur, assume or suffer to exist, any Debt, except:

(i) Debt under the Loan Documents;

(ii) [Reserved];

(iii) [Reserved];

(iv) Debt secured by Liens permitted by Section 5.02(a)(v) not to exceed in the aggregate, when taken together with any outstanding Debt permitted to be incurred pursuant to Section 5.02(b)(vii), $25,000,000 at any time outstanding;

(v) to the extent constituting Debt, payment or guaranty obligations under any Commodity Hedge and Power Sale Agreements to the extent permitted under Section 5.02(l);

(vi) Debt owed to any Loan Party, which Debt shall (x) constitute Pledged Debt, (y) be on terms reasonably acceptable to the Administrative Agent and (z) be otherwise permitted under Section 5.02(f);

(vii) (x) Capitalized Leases not to exceed in the aggregate, when taken together with any outstanding Debt permitted to be incurred pursuant to Section 5.02(b)(iv), $25,000,000 at any time outstanding, and (y) in the case of Capitalized Leases to which any Subsidiary of the Borrower is a party, Debt of the Borrower of the type described in clause (e) of the definition of "***Debt***" guaranteeing the Obligations of such Subsidiary under such Capitalized Leases;

(viii) to the extent constituting Debt, Debt in respect of performance bonds, bid bonds, appeal bonds, surety bonds, completion guarantees, indemnification obligations, obligations to pay insurance premiums, take or pay obligations and similar obligations incurred in the ordinary course of business and not in connection with Debt for Borrowed Money;

(ix) other unsecured Debt of (A) Athens in an aggregate amount not to exceed $5,000,000 at any one time outstanding and (B) the other Loan Parties in an aggregate amount not to exceed $25,000,000 at any one time outstanding; *provided* that the aggregate amount of Debt incurred pursuant to this clause (ix) shall not exceed $25,000,000;

(x) other unsecured Debt of the Loan Parties issued in settlement of delinquent obligations of the Loan Parties or disputes between the Loan Parties and other Persons under Contractual Obligations of the Loan Parties (other than in respect of Debt); and

(xi) Guaranteed Debt of any Loan Party in respect of any Debt otherwise permitted to be incurred under this Section 5.02(b).

(c) Change in Nature of Business. Make, or permit any of its Subsidiaries to make, any material change in the nature of its business as carried on at the date hereof (other than giving effect to the Harquahala Reorganization).

(d) Mergers, Etc. Merge into or consolidate with any Person or permit any Person to merge into it, or permit any of its Subsidiaries to do so; *provided that* any Subsidiary of the Borrower may merge into or consolidate with any other Subsidiary of the Borrower; *provided* that, in the case of any such merger or consolidation, the Person formed by such merger or consolidation shall be a wholly owned Subsidiary of the Borrower; *provided* that the Person formed by such merger or consolidation obtain prior approval under Section 204 of the Federal Power Act to the extent required; and *provided further* that, in the case of any such merger or consolidation to which a Guarantor is a party, the Person formed by such merger or consolidation shall be a Guarantor.

(e) Sales, Etc. of Assets. Without the prior written consent of the Required Lenders, which consent may be granted or withheld in each applicable Lender's sole and absolute discretion, sell, lease, transfer or otherwise dispose of, or permit any of its Subsidiaries to sell, lease, transfer or otherwise dispose of, any assets, or grant any option or other right to purchase, lease or otherwise acquire, or permit any of its Subsidiaries to grant any option or other right to purchase, lease or otherwise acquire, any assets, except:

(i) sales of (or the granting of any option or other right to purchase, lease or otherwise acquire) power, natural gas, fuel, capacity or ancillary services or other inventory in the ordinary course of such Person's business;

(ii) sales, transfers or other dispositions in the ordinary course of its business of Property that is surplus (excluding surplus land owned by Harquahala or related to the Harquahala Project, unless the Administrative Agent shall have given its prior written consent to such sale or disposition, which consent may be granted or withheld in the Administrative Agent's sole and absolute discretion), obsolete, defective, worn-out, damaged, or that individually or in the aggregate is not reasonably necessary for the continued operation of any Project, which, in the case of any such sale, transfer or disposition exceeding $1,000,000.00 in value, shall be so certified by a Responsible Officer of the Borrower and agreed by the Administrative Agent;

(iii) the liquidation, sale or use of Cash and Cash Equivalents;

(iv) sales, transfers or other dispositions of assets (other than assets (including the Harquahala Project and the Harquahala) described in the Harquahala Reorganization Annex) among Loan Parties; and

(v) sales of:

(A) without limitation on any sale permitted under clause (B) below, (I) all, but not less than all, of the Equity Interest in or (II) all or substantially all, but not less than substantially all, of the Property of, in each case, any Project Company (other than Harquahala), including to a special purpose vehicle owned by one or more Persons other than the Loan Parties, so long as (1) the Net Cash Proceeds received by the Borrower and the Guarantors in respect of such sale are not less than the Floor Amount in respect of such Project Company, (2) the purchase price for such sale shall be paid solely in Cash, and (3) the Loan Parties shall have terminated or transferred to the buyer or another unaffiliated third party

any Commodity Hedge and Power Sale Agreement relating to the Project that is the subject of the sale, only to the extent that such Commodity Hedge and Power Sale Agreement relates solely to the Project that is the subject of the sale; and

(B) solely in the case of Harquahala, the Harquahala Reorganization;

provided, that, other than as permitted under Section 5.02(e)(v), the Borrower may not engage in any Asset Sales unless the proceeds thereof are applied to prepay the First Lien Obligations pursuant to and in the manner set forth in the Security Deposit Agreement; and *provided, further*, notwithstanding the foregoing, other than as permitted under Section 5.02(e)(v), that the Borrower may not sell an undivided interest in any Project or Project Company without the prior written consent of the Required Lenders, which consent may be given or withheld by the Required Lenders in their sole and absolute discretion. For the avoidance of doubt, except as the result of any Asset Sale permitted pursuant to this Section 5.02(e), the Borrower shall not fail to hold, directly or indirectly, 100% of the Equity Interests in each of the Project Companies *provided, however,* for the sale of the last Project remaining as Collateral, the Net Cash Proceeds of such sale must be sufficient to permit the Borrower to immediately satisfy all the conditions of a Repayment Event, in which case the applicable threshold stated in the definition of "Floor Amount" will not apply in respect of such sale.

(f) Investments in Other Persons. Make or hold, or permit any of its Subsidiaries to make or hold, any Investment in any Person, except:

(i) Investments by and among Loan Parties in other Loan Parties;

(ii) Investments by the Borrower and its Subsidiaries in (A) Cash and Cash Equivalents, (B) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) or obligations the timely payment of the principal and interest on which are fully guaranteed by the United States of America and (C) certificates of deposit fully insured by the Federal Deposit Insurance Corporation in national, state or foreign commercial banks whose outstanding long term debt is rated at least A or the equivalent by S&P or Moody's;

(iii) to the extent constituting Investments, Investments in contracts and agreements (including, without limitation, Commodity Hedge and Power Sale Agreements and interest rate Hedge Agreements), including prepaid deposits and expenses thereunder, to the extent permitted under the Loan Documents;

(iv) Investments received in connection with the bankruptcy or reorganization of suppliers or customers and in settlement of delinquent obligations of, and other disputes with, customers arising in the ordinary course of business;

(v) Investments in the Accounts and Counterparty Collateral Accounts, and Investments permitted pursuant to Section 5.02(f)(ii) on deposit in or credited to the Accounts, or other accounts permitted under the Loan Documents; and

(vi) loans and advances to officers, directors and employees of any Loan Party for reasonable and customary business related travel expenses, moving expenses and similar expenses incurred in the ordinary course of business of such Loan Party in an aggregate principal amount at any time outstanding not exceeding $1,000,000.

(g) Restricted Payments. Declare or pay any dividends, purchase, redeem, retire, defease or otherwise acquire for value any of its Equity Interests now or hereafter outstanding, return any capital to its stockholders, partners or members (or the equivalent Persons thereof) as such, make any distribution of assets, Equity Interests, obligations or securities to its stockholders, partners or members (or the equivalent Persons thereof) as such, or permit any of its Subsidiaries to do any of the foregoing, or permit any of its Subsidiaries to purchase, redeem, retire, defease or otherwise acquire for value any Equity Interests in the Borrower, except that (A) any Subsidiary of the Borrower may (1) declare and pay Cash dividends to the Borrower or to any Loan Party of which it is a Subsidiary and (2) accept capital contributions from its parent to the extent permitted under Section 5.02(f)(i), (B) so long as no Default or Event of Default has occurred and is continuing, on Cash Flow Payment Dates, the Borrower may declare and pay dividends to the holders of common Equity Interests in the Borrower with distributable cash available and permitted to be used for such purpose under the Security Deposit Agreement and (C) the Borrower may pay (or reimburse) MACH Gen in accordance with the Security Deposit Agreement for O&M Costs (including D&O insurance, indemnification obligations to managers, officers and equityholders of MACH Gen and taxes and in each case excluding any payment for Excluded G&A Services) incurred by MACH Gen in connection with the administration of the Projects and the Loan Parties.

(h) Amendments of Constitutive Documents. Amend, or permit any of its Subsidiaries to amend, its limited liability company agreement, limited partnership agreement or other constitutive documents, other than amendments in respect of the constitutive documents of the Borrower that could not be reasonably expected to have a Material Adverse Effect.

(i) Accounting Changes. Make or permit, or permit any of its Subsidiaries to make or permit, any change in (i) accounting policies or reporting practices, except, with prior written notice to the Administrative Agent, as permitted by GAAP, or (ii) Fiscal Year.

(j) Prepayments, Etc., of Debt. Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner, or make any payment in violation of any subordination terms of, any Debt that is expressly subordinated to the Obligations hereunder, or that is secured and the Liens securing such Debt rank behind the Liens created by the First Lien Collateral Documents, or permit any of its Subsidiaries to do any of the foregoing, in each case, except to the extent permitted by the Security Deposit Agreement and the Intercreditor Agreement.

(k) Partnerships; Formation of Subsidiaries, Etc. (i) Except with respect to Millennium, become a general partner in any general or limited partnership or joint venture, or permit any of its Subsidiaries to do so or (ii) organize, or permit any Subsidiary to organize, any new Subsidiary.

(l) Speculative Transactions. Engage, or permit any of its Subsidiaries to engage, in any transaction involving commodity options or futures contracts or any similar transactions, other than Permitted Trading Activity (it being understood and agreed that all

activities of the Loan Parties under the Energy Management Agreements are subject to this covenant).

(m) Capital Expenditures. Make, or permit any of its Subsidiaries to make:

(i) any Capital Expenditures for Maintenance that would cause the aggregate of all such Capital Expenditures for Maintenance made by the Borrower and its Subsidiaries to exceed $25,000,000 *plus* all amounts payable under the LTSAs in the subject Fiscal Year (the "***Base Capex Amount***") per Fiscal Year; *provided*, *however* that if, for any Fiscal Year, the Base Capex Amount exceeds the aggregate amount of Capital Expenditures for Maintenance made by the Borrower and its Subsidiaries for such Fiscal Year, the Borrower and its Subsidiaries shall be entitled to make Capital Expenditures for Maintenance in any succeeding Fiscal Year (including any non-consecutive succeeding Fiscal Year) equal to the aggregate amount of such excesses from all such prior Fiscal Years, including non-consecutive prior Fiscal Years (such aggregate amount being referred to herein as the "***Capex Carryover Amount***") equal to such excess. Capital Expenditures for Maintenance shall be deemed to be made, first, from Capex Carryover Amounts and second, the Base Capex Amount in any Fiscal Year; or

(ii) any Capital Expenditures for Investment using funds from the Operating Account in excess of $1,000,000 per Fiscal Year without the prior written consent of the Administrative Agent, which consent may be granted or withheld in the Administrative Agent's sole and absolute discretion. For the avoidance of doubt, (x) for purposes of the Security Deposit Agreement, Capital Expenditures for Investment in excess of the threshold set forth above shall not be "Approved Capital Expenditures" (as defined in the Security Deposit Agreement) or "O&M Costs" unless the Administrative Agent's prior written consent (which may be granted or withheld in the Administrative Agent's sole and absolute discretion) shall have been obtained therefor and (y) the Borrower may make Capital Expenditures for Investment without restriction under this Section 5.02(m) so long as such Capital Expenditures for Investment are not made using funds from the Operating Account or any funds generated from the operation of the Projects.

(n) Amendment, Etc., of Material Contracts. Cancel or terminate any Material Contract or consent to or accept any cancellation or termination thereof, amend or otherwise modify any Material Contract, waive any default under or breach of any Material Contract, agree in any manner to any other amendment, modification, waiver or change of any term or condition of any Material Contract, or permit any of its Subsidiaries to do any of the foregoing, unless (w) such cancellation, termination, amendment, modification, waiver or change could not reasonably be expected to have a Material Adverse Effect, (x) such Material Contract has been replaced as set forth in Section 6.01(n), (y) such Material Contract has expired in accordance with its terms in the ordinary course (and not related to any default thereunder) or (z) in the case of the IDA Lease, the Borrower obtains fee title to the Athens Project as set forth in Section 6.01(n).

(o) Regulatory Matters. Make or permit to be made any change in the upstream ownership of a Guarantor without first obtaining any necessary authorization under Section 203 of the FPA.

(p) Investments by Depositary. Direct or permit the Depositary to invest any funds on deposit in or credited to the Accounts under the Security Deposit Agreement to be invested in any Investments other than Investments permitted pursuant to Section 5.02(f)(ii).

(q) Excluded G&A Services. Permit any Loan Party to directly or indirectly incur any expense or other payment obligation related to, or otherwise directly or indirectly pay for (or otherwise assume any obligation to reimburse any of the G&A Services Providers) any Excluded G&A Services or any services that would constitute Excluded G&A Services if such services where performed by any of the G&A Services Providers; *provided*, that the incurrence of any expense or other payment obligation related to, or payment for (or assumption of any obligation to reimburse any of the G&A Services Providers) any Excluded G&A Services by any G&A Services Provider shall not constitute the "indirect" taking of such action by any Loan Party.

(r) Tax Sharing Agreements.

(i) Make, or permit any of its Subsidiaries to make, any payment, reimbursement or distribution to any Affiliate in respect of any tax sharing agreement entered into prior to the date hereof, including that certain Amended and Restated Tax Allocation Agreement, effective as of December 31, 2015, by and among Talen Energy Corporation and all the Affiliates of Talen Energy Corporation (the "***Tax Sharing Agreement***").

(ii) Enter into any tax sharing agreement with any Affiliate.

SECTION 5.03. Reporting Requirements. Until a Repayment Event has occurred, the Borrower will furnish to the Agents:

(a) Default Notice. As soon as possible and in any event within five days after the Borrower obtains knowledge thereof:

(i) the occurrence of each Default or any event, development or occurrence reasonably likely to have a Material Adverse Effect or to materially impair or interfere with the operations of any Project Company, a written statement of a Responsible Officer of the Borrower setting forth details of such Default, event, development or occurrence and the action that the Borrower has taken and proposes to take with respect thereto; and

(ii) any breach or default, any allegation of breach or default, or any event, development or occurrence under the IDA Lease, the PILOT Documents, the Millennium Lease or, only to the extent such breach or default, or allegation thereof is reasonably likely to have a Material Adverse Effect (or to materially impair or interfere with the operations of any Project Company), any other Material Contract, a written statement of an officer of the Borrower setting forth details of such breach, default, allegation, event, development or occurrence and the action that the Borrower has taken and proposes to take with respect thereto.

(b) Annual Financials. As soon as available and in any event within 135 days after the end of each Fiscal Year, a copy of the annual audit report for such year for the Borrower and its Subsidiaries, including therein a Consolidated balance sheet of the Borrower and its Subsidiaries as of the end of such Fiscal Year and a Consolidated statement of income and a

Consolidated statement of cash flows of the Borrower and its Subsidiaries for such Fiscal Year, in each case accompanied by (i) an opinion as to such audit report of independent public accountants of recognized standing who are acceptable to the Administrative Agent and (ii) a certificate of a Responsible Officer of the Borrower (A) certifying such financial statements as having been prepared in accordance with GAAP and (B) stating that no Default has occurred and is continuing or, if a Default has occurred and is continuing, a statement as to the nature thereof and the action that the Borrower has taken and proposes to take with respect thereto.

(c) Quarterly Financials. As soon as available and in any event within (i) 60 days after the end of each of the first three quarters of each Fiscal Year and (ii) 75 days after the end of the fourth quarter of each Fiscal Year, a Consolidated balance sheet of each of the Borrower and its Subsidiaries as of the end of such quarter and a Consolidated statement of income of the Borrower for the period commencing at the end of the previous Fiscal Quarter and ending with the end of such Fiscal Quarter and a Consolidated statement of income of the Borrower for the period commencing at the end of the previous Fiscal Year and ending with the end of such quarter, setting forth in each case in comparative form the corresponding figures for the corresponding date or period of the preceding Fiscal Year, all in reasonable detail and duly certified (subject to normal year-end audit adjustments) by a Responsible Officer of the Borrower as having been prepared in accordance with GAAP, together with a certificate of said officer stating that no Default has occurred and is continuing or, if a Default has occurred and is continuing, a statement as to the nature thereof and the action that the Borrower has taken and proposes to take with respect thereto.

(d) Annual Budget. As soon as available and in any event no later than 15 days before the start of each Fiscal Year, an annual budget, prepared on a quarterly basis for such Fiscal Year in substantially the same form as the Initial Operating Budget or in form otherwise acceptable to the Administrative Agent (with respect to each such Fiscal Year, the "***Budget***"), which Budget shall be certified by a Responsible Officer of the Borrower as having been prepared in good faith based upon assumptions believed by the Borrower to be reasonable at the time made.

(e) Litigation. Promptly after the commencement thereof, notice of all actions, suits, litigation and proceedings before any Governmental Authority of the type described in Section 4.01(g).

(f) Agreement Notices; Etc.

(i) Promptly upon execution thereof, copies of any Material Contract entered into by any Loan Party after the date hereof;

(ii) promptly (but in any event within 10 days) following any Loan Party's entering into of any Material Contract after the date hereof (other than a Material Contract in replacement of a Material Contract for which no First Lien Consent was required as of the Effective Date), a First Lien Consent and Agreement substantially in the form of Exhibit F-1 or Exhibit F-2, as applicable, in respect of such Material Contract; provided, that the Borrower shall be in compliance with this Section 5.03(f)(ii) if it uses commercially reasonable efforts to promptly obtain and furnish each such First Lien Consent and Agreement at the time such Loan Party's enters into any such Material Contract; and

(iii) promptly upon execution thereof, copies of any amendment, modification or waiver of any provision of any Material Contract or any Second Lien Collateral Document.

(g) ERISA.

(i) ERISA Events and ERISA Reports. (A) Promptly and in any event within 10 Business Days after any Loan Party or any ERISA Affiliate knows or has reason to know that any ERISA Event has occurred that could reasonably be expected to result in liability in excess of $5,000,000, a statement of a Responsible Officer of the Borrower describing such ERISA Event and the action, if any, that such Loan Party or such ERISA Affiliate has taken and proposes to take with respect thereto and (B) on the date any records, documents or other information must be furnished to the PBGC with respect to any Plan pursuant to Section 4010 of ERISA, a copy of such records, documents and information within 10 Business Days.

(ii) Plan Terminations. Promptly and in any event within ten Business Days after receipt thereof by any Loan Party or any ERISA Affiliate, copies of each notice from the PBGC stating its intention to terminate any Plan or to have a trustee appointed to administer any Plan.

(iii) Multiemployer Plan Notices. Promptly and in any event within ten Business Days after receipt thereof by any Loan Party or any ERISA Affiliate from the sponsor of a Multiemployer Plan, copies of each notice concerning (A) the imposition of Withdrawal Liability that could reasonably be expected to result in liability in excess of $5,000,000 by any such Multiemployer Plan, (B) the reorganization or termination, within the meaning of Title IV of ERISA, of any such Multiemployer Plan that could reasonably be expected to result in liability in excess of $5,000,000 or (C) the amount of liability incurred, or that may be incurred, by such Loan Party or any ERISA Affiliate in connection with any event described in clause (A) or (B).

(h) Environmental Conditions. Promptly after the assertion or occurrence thereof, notice of any Environmental Action against or of any noncompliance known to the Borrower by any Loan Party or any of its Subsidiaries with any Environmental Law or Environmental Permit that could (i) reasonably be expected to have a Material Adverse Effect (or to materially impair or interfere with the operations of any Project Company) or (ii) cause any property described in the First Lien Mortgages to be subject to any restrictions on ownership or transferability, or subject to any material Lien, under any Environmental Law.

(i) Real Property. To the extent there have been any changes during the preceding Fiscal Year, as soon as available and in any event within 30 days after the end of each Fiscal Year, a report supplementing Schedules 4.01(r) and 4.01(s) hereto, including an identification of all owned and leased real property disposed of by the Borrower or any of its Subsidiaries during such Fiscal Year, a list and description (including the street address, county or other relevant jurisdiction, state, record owner, and, in the case of leases of property, lessor and lessee thereof) of all real property acquired or leased during such Fiscal Year and a description of such other changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete.

(j) Insurance.

(i) Promptly after the Borrower gains knowledge of the occurrence thereof, a report summarizing any changes in the insurance coverage of the Borrower and its Subsidiaries resulting from a change in the insurance markets of the type described in Section 2 of Schedule 5.01(d).

(ii) Promptly after the occurrence thereof, notice of any Casualty Event or Event of Eminent Domain affecting any Loan Party, whether or not insured, through fire, theft, other hazard or casualty involving a probable loss of $4,000,000 or more.

(iii) Promptly after receipt thereof, copies of any cancellation or receipt of written notice of threatened cancellation of any property damage insurance required to be maintained under Section 5.01(d).

(k) Other Information. Such other information respecting the business, condition (financial or otherwise), operations, performance, properties or prospects of any Loan Party or any of its Subsidiaries as any Agent, or any Lender Party through the Administrative Agent, may from time to time reasonably request.

ARTICLE VI

EVENTS OF DEFAULT

SECTION 6.01. Events of Default. If any of the following events ("***Events of Default***") shall occur and be continuing:

(a) Payment Defaults. (i) the Borrower shall fail to pay any principal of any Loan when the same shall become due and payable, (ii) the Borrower shall fail to pay any interest on any Loan within three Business Days after the same shall become due and payable, or (iii) any Loan Party shall fail to make any other payment under any Loan Document, in each case under this clause (iii) within ten Business Days after the same shall become due and payable and notice thereof from the Agent shall have been delivered;

(b) Misrepresentation. any representation or warranty made by any Loan Party (or any of its officers) under or in connection with any Loan Document shall prove to have been incorrect in any material respect when made; *provided*, *however*, that if (i) such Loan Party was not aware that such representation or warranty was false or incorrect at the time such representation or warranty was made, (ii) the fact, event or circumstance resulting in such false or incorrect representation or warranty is capable of being cured, corrected or otherwise remedied and (iii) such fact, event or circumstance resulting in such false or incorrect representation or warranty shall have been cured, corrected or otherwise remedied, within 60 days from the date on which the Borrower or any officer thereof first obtains knowledge thereof such that such incorrect or false representation or warranty (as cured, corrected or remedied) could not reasonably be expected to result in a Material Adverse Effect, then such incorrect or false representation or warranty shall not constitute a Default or Event of Default; *provided*, *further*, that, notwithstanding anything herein to the contrary, the existence of (A) any account that is not permitted under the terms of Section 9(f) of the First Lien Security Agreement or (B)

the Utility Deposit Account shall not, so long as such account is otherwise permitted under Section 4.01(u) of this Agreement, constitute a breach of any representation or warranty, covenant or agreement, or a Default or Event of Default under this Agreement or any other Loan Document;

(c) Certain Covenants. the Borrower or any other Loan Party (as applicable) shall fail to perform or observe any term, covenant or agreement contained in Section 2.14, 5.01(d), 5.01(e), 5.01(i), 5.01(l) and 5.01(p), 5.01(r), 5.02 or 5.03(a);

(d) Other Covenants. any Loan Party shall fail to perform or observe any other term, covenant or agreement contained in any Loan Document on its part to be performed or observed if such failure shall remain unremedied for 30 days after the earlier of the date on which (i) any Responsible Officer of a Loan Party becomes aware of such failure or (ii) written notice thereof shall have been given to the Borrower by any Agent or any Lender Party;

(e) Cross Default. any Loan Party or any of its Subsidiaries shall fail to pay any principal of, premium or interest on or any other amount payable in respect of (i) any Debt of such Loan Party or such Subsidiary (as the case may be) that is outstanding in a principal amount (or, in the case of any Hedge Agreement or Commodity Hedge and Power Sale Agreement, an Agreement Value) of at least $25,000,000 either individually or in the aggregate for all such Loan Parties and Subsidiaries (but excluding Debt outstanding hereunder) or (ii) any Energy Management Agreement that has a Liability Amount of at least $25,000,000, in each case, when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt or Energy Management Agreement; or any other event shall occur or condition shall exist under any agreement or instrument relating to any such Debt and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such event or condition is to accelerate, or to permit the acceleration of, the maturity of such Debt or otherwise to cause, or to permit the holder thereof to cause, such Debt to mature; or any such Debt shall be declared to be due and payable or required to be prepaid or redeemed (other than by a regularly scheduled required prepayment or redemption), purchased or defeased, or an offer to prepay, redeem, purchase or defease such Debt shall be required to be made, in each case prior to the stated maturity thereof except to the extent such "Event of Default" is caused by the solvency of the Loan Parties, the Loan Parties entering into the Restructuring Support Agreement or the implementation of the transactions contemplated by the Restructuring Support Agreement;

(f) Insolvency Event. any Loan Party or any of its Subsidiaries shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against any Loan Party or any of its Subsidiaries seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it) that is being diligently contested by it in good faith, either such proceeding shall remain undismissed or unstayed for a period of 60 days or any of the actions sought in such proceeding

(including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for, it or any substantial part of its property) shall occur; or any Loan Party or any of its Subsidiaries shall take any corporate action to authorize any of the actions set forth above in this subsection (f);

(g) Judgments. any final judgments or orders, either individually or in the aggregate, for the payment of money in excess of (i) $5,000,000, in the case of judgments or orders that are superior in right of payment to any Obligation under this Agreement, or (ii) $25,000,000, in the case of any other judgment or order, in each case, shall be rendered against any Loan Party or any of its Subsidiaries by one or more Governmental Authorities, arbitral tribunals or other bodies having jurisdiction against such Loan Party and either (x) enforcement proceedings shall have been commenced by any creditor upon such judgment or order or (y) there shall be any period of 60 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect or such judgment or order has not been otherwise discharged or satisfied within such 60 day period; and *provided, however*, that any such judgment or order shall not give rise to an Event of Default under this Section 6.01(g) if and for so long as (A) the amount of such judgment or order in excess of the thresholds listed above is covered by a valid and binding policy of insurance in favor of such Loan Party or Subsidiary from an insurer that is rated at least "A" "X" by A.M. Best Company, which policy covers full payment thereof and (B) such insurer has been notified, and has not denied the claim made for payment, of the amount of such judgment or order;

(h) Non-Monetary Judgments. any non-monetary judgment or order shall be rendered against any Loan Party or any of its Subsidiaries that could reasonably be expected to have a Material Adverse Effect, and there shall be any period of 60 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect;

(i) Invalidity. any provision of any Loan Document after delivery thereof pursuant to Section 3.01 or 5.01(j) shall for any reason (except as a result of acts or omissions of the First Lien Secured Parties or pursuant to the terms thereof) cease to be valid and binding on or enforceable against any Loan Party to it, or any such Loan Party shall so state in writing;

(j) Collateral. any First Lien Collateral Document or financing statement after delivery thereof pursuant to Section 3.01 or 5.01(j) shall for any reason (other than pursuant to the terms thereof) cease to create a legal, valid, enforceable and perfected first priority (subject to Liens expressly permitted by Section 5.02(a) (other than the Liens created by the Second Lien Collateral Documents in accordance with Section 5.02(a)(ii))) lien on and security interest in the Collateral purported to be covered thereby;

(k) Change of Control. a Change of Control shall occur;

(l) ERISA Event.

(i) any ERISA Event shall have occurred with respect to a Plan and the sum (determined as of the date of occurrence of such ERISA Event) of the Insufficiency of such Plan and the Insufficiency of any and all other Plans with respect to which an ERISA Event shall have occurred and then exist (or the liability of the Loan Parties and the ERISA Affiliates related to such ERISA Event) exceeds $10,000,000;

(ii) any Loan Party or any ERISA Affiliate shall have been notified by the sponsor of a Multiemployer Plan that it has incurred Withdrawal Liability to such Multiemployer Plan in an amount that, when aggregated with all other amounts required to be paid to Multiemployer Plans by the Loan Parties and the ERISA Affiliates as Withdrawal Liability (determined as of the date of such notification), exceeds $5,000,000 or requires payments exceeding $5,000,000 *per annum*; or

(iii) any Loan Party or any ERISA Affiliate shall have been notified by the sponsor of a Multiemployer Plan that such Multiemployer Plan is in reorganization or is being terminated, within the meaning of Title IV of ERISA, and as a result of such reorganization or termination the aggregate annual contributions of the Loan Parties and the ERISA Affiliates to all Multiemployer Plans that are then in reorganization or being terminated have been or will be increased over the amounts contributed to such Multiemployer Plans for the plan years of such Multiemployer Plans immediately preceding the plan year in which such reorganization or termination occurs by an amount exceeding $10,000,000;

(m) Dissolution. any order, judgment or decree shall be entered against any Loan Party or any of its Subsidiaries decreeing the dissolution or split up of such Loan Party or Subsidiary and such order shall remain undischarged or unstayed for a period in excess of 30 days;

(n) Material Contracts. (i) any Material Contract shall at any time cease to be valid and binding or in full force and effect (in each case, except in connection with its expiration in accordance with its terms in the ordinary course (and not related to any default thereunder) or as a result of the solvency of the Loan Parties) or (ii) any Loan Party shall default in any material respect in the performance or observance of any covenant or agreement contained in any Material Contract to which it is a party and such default has continued beyond any applicable grace period specified therein (other than any default caused as a result of the solvency of the Loan Parties or the Loan Parties entering into the Restructuring Support Agreement and the implementation of the transactions thereunder and as to which defaults (if any) the relevant counterparty(ies) to such Material Contract cannot exercise remedies), and in the case of (i) or (ii), such event could reasonably be expected to have a Material Adverse Effect or to have an adverse impact on the value of the Collateral in excess of an amount equal to (A) $50,000,000 *multiplied by* (B) an amount equal to (I) one *minus* (II) an amount equal to (1) the sum of the Floor Amounts for each Project or Project Company that has been transferred pursuant to an Asset Sale, if any (and for the avoidance of doubt, if no Asset Sales have occurred, this sum shall be equal to zero), *divided by* (2) $1,050,000,000, unless within 120 days of such termination or default, the applicable Loan Party replaces such Material Contract with a replacement agreement (x) similar in scope to and on terms not materially less favorable to the relevant Loan Party, the relevant Project and the Lender Parties than the Material Contract being replaced or (y) in form and substance reasonably satisfactory to the Administrative Agent, and in each case with a counterparty of comparable or better standing in the applicable industry; *provided* that if at any time during such 120 day grace period the Administrative Agent reasonably determines that the applicable Loan Party is not diligently seeking to replace the applicable Material Contract, an Event of Default shall immediately occur; and *provided, further*, that to the extent the IDA Lease is terminated, no Default or Event of Default shall occur to the extent that concurrently therewith the Borrower obtains fee title to the Athens Project and grants to the First Lien Collateral Agent

(or the Collateral Agent is otherwise granted) a mortgage in respect thereof as set forth in Section 5.01(j) and no Material Adverse Effect results from the termination of the IDA Lease; or

(o) RSA Termination Event or Talen/Company Walkaway. the occurrence of an RSA Termination Event or a Talen/Company Walkaway;

then, and in any such event, the Administrative Agent (i) shall at the request, or may with the consent, of the Required Lenders, by notice to the Borrower, declare the Commitments of each Lender Party and the obligation of each Lender Party to make Loans (other than Revolving Letter of Credit Loans by the Revolving Issuing Bank or Revolving Credit Lenders pursuant to Section 2.03(c)) and each Revolving Issuing Bank to issue Revolving Letters of Credit to be terminated, whereupon the same shall forthwith terminate and (ii) shall at the request, or may with the consent, of the Required Lenders, by notice to the Borrower, declare the Loans, all interest thereon and all other amounts payable under this Agreement and the other Loan Documents to be forthwith due and payable, whereupon the Loans, all such interest and all such amounts shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower; *provided*, *however*, that, in the event of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code, (x) the Commitments of each Lender Party and the obligation of each Lender Party to make Loans (other than Revolving Letter of Credit Loans by the Revolving Issuing Bank or Revolving Credit Lenders pursuant to Section 2.03(c)) and of each Revolving Issuing Bank to issue Revolving Letters of Credit shall automatically be terminated and (y) the Loans, all such interest and all such amounts shall automatically become and be due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by the Borrower. For the avoidance of doubt, payment defaults may be cured within the applicable cure period, if any, by equity contributions from one or more members of the Borrower without limitation as to the number of such cures. Upon any acceleration of the unpaid principal balance of any Term B Loan or termination of any Revolving Credit Commitment pursuant to this Section 6.01 during the Yield Maintenance Period, the applicable Lender shall be entitled to, and the Borrower shall pay as liquidated damages (it being agreed that the amount of damages that such Lender will suffer in each case are difficult to calculate) an amount equal to the Yield Maintenance Fee applicable to the principal balance of such Term B Loan that has been accelerated or Revolving Credit Commitment that has been terminated, as the case may be, determined, in the case of a Term B Loan, as if such Term B Loan had been prepaid on the date of the acceleration thereof, less any interest accrued and paid thereon and attributable to the period from the date of acceleration to the date of payment, in each case in addition to all other amounts due and payable in respect of the Obligations hereunder.

SECTION 6.02. Actions in Respect of the Revolving Letters of Credit Upon Default. If any Event of Default shall have occurred and be continuing, the Administrative Agent may, or shall at the request of the Required Lenders, irrespective of whether it is taking any of the actions described in Section 6.01 or otherwise, make demand upon the Borrower to, and forthwith upon such demand the Borrower will, pay to the First Lien Collateral Agent on behalf of the Lender Parties in same day funds at the Collateral Agent's Office, for deposit in the Revolving L/C Cash Collateral Account, an amount equal to 103.0% of the aggregate Available Amount of all Revolving Letters of Credit then outstanding; *provided*, *however*, that in the event of an actual or deemed entry of an order for relief with respect to the Borrower under the Federal

Bankruptcy Code, the Borrower shall be obligated to pay to the First Lien Collateral Agent on behalf of the Lender Parties in same day funds at the Collateral Agent's Office, for deposit in the Revolving L/C Cash Collateral Account, an amount equal to 103.0% of the aggregate Available Amount of all Letters of Credit then outstanding, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by the Borrower. If at any time the Administrative Agent or the First Lien Collateral Agent determines that any funds held in the Revolving L/C Cash Collateral Account are subject to any right or claim of any Person other than the Agents and the Lender Parties or that the total amount of such funds is less than 103.0% of the aggregate Available Amount of all Revolving Letters of Credit, the Borrower will, forthwith upon demand by the Administrative Agent or the First Lien Collateral Agent, pay to the First Lien Collateral Agent, as additional funds to be deposited and held in the Revolving L/C Cash Collateral Account, an amount equal to the excess of (a) 103.0% of the aggregate Available Amount of all Revolving Letters of Credit then outstanding *over* (b) the total amount of funds, if any, then held in the Revolving L/C Cash Collateral Account that the Administrative Agent or the First Lien Collateral Agent, as the case may be, determines to be free and clear of any such right and claim. Upon the drawing of any Letter of Credit for which funds are on deposit in the Revolving L/C Cash Collateral Account, such funds shall be applied to reimburse the Revolving Issuing Bank or the Appropriate Lenders, as applicable, to the extent permitted by applicable law.

ARTICLE VII

THE AGENTS

SECTION 7.01. Authorization and Action. (a) Each Lender Party (in its capacities as a Lender and a Revolving Issuing Bank (if applicable)) hereby appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under this Agreement and the other Loan Documents as are delegated to the Administrative Agent by the terms hereof and thereof, together with such powers and discretion as are reasonably incidental thereto. As to any matters not expressly provided for by the Loan Documents (including, without limitation, enforcement of the Obligations or collection of the Obligations owing under the Loan Documents), the Administrative Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required Lenders, and such instructions shall be binding upon all Lender Parties and all holders of Notes; *provided*, *however*, that the Administrative Agent shall not be required to take any action that exposes the Administrative Agent to personal liability or that is contrary to this Agreement or applicable law. Without limiting the generality of the foregoing, each Lender Party hereby authorizes and instructs the Administrative Agent to enter into the documents to be entered into by the Administrative Agent expressly mentioned in Section 3.01.

(b) The Administrative Agent may execute any of its duties under this Agreement or any other Loan Document (including for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the First Lien Collateral Documents or of exercising any rights and remedies thereunder at the direction of the First Lien Collateral Agent) by or through agents, employees or attorneys-in-fact and shall be entitled to advice of counsel and other consultants or experts concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agent,

employee or attorney-in-fact that it selects in accordance with the foregoing provisions of this Section 7.01(b) in the absence of the Administrative Agent's gross negligence or willful misconduct.

SECTION 7.02. Administrative Agent's Reliance, Etc.. Neither the Administrative Agent nor any of its directors, officers, agents or employees shall be liable for any action taken or omitted to be taken by it or them under or in connection with the Loan Documents, except for its or their own gross negligence or willful misconduct. Without limitation of the generality of the foregoing, the Administrative Agent: (a) may consult with legal counsel (including counsel for any Loan Party), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts; (b) makes no warranty or representation to any Lender Party and shall not be responsible to any Lender Party for any statements, warranties or representations (whether written or oral) made in or in connection with the Loan Documents; (c) shall not have any duty to ascertain or to inquire as to the performance, observance or satisfaction of any of the terms, covenants or conditions of any Loan Document on the part of any Loan Party or the existence at any time of any Default under the Loan Documents or to inspect the property (including the books and records) of any Loan Party; (d) shall not be responsible to any Lender Party for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, any Loan Document or any other instrument or document furnished pursuant thereto; and (e) shall incur no liability under or in respect of any Loan Document by acting upon any notice, consent, certificate or other instrument or writing (which may be by telegram, telecopy or electronic communication) believed by it to be genuine and signed or sent by the proper party or parties.

SECTION 7.03. Agents and Affiliates. With respect to its Commitments, the Loans made by it and any Notes issued to it, each Agent and its Affiliates shall have the same rights and powers under the Loan Documents as any other Lender Party and may exercise the same as though each were not an Agent or an Affiliate of an Agent; and the term "*Lender Party*" or "*Lender Parties*" shall, unless otherwise expressly indicated, include each Agent and its Affiliates in their respective individual capacities. Each Agent and its Affiliates may accept deposits from, lend money to, act as trustee under indentures of, accept investment banking engagements from and generally engage in any kind of business with, any Loan Party, any of its Subsidiaries and any Person that may do business with or own securities of any Loan Party or any such Subsidiary, all as if such Agent was not an Agent and without any duty to account therefor to the Lender Parties. No Agent shall have any duty to disclose any information obtained or received by it or any of its Affiliates relating to any Loan Party or any of its Subsidiaries to the extent such information was obtained or received in any capacity other than as such Agent.

SECTION 7.04. Lender Party Credit Decision. Each Lender Party acknowledges that it has, independently and without reliance upon any Agent or any other Lender Party and based on the financial statements referred to in Section 3.01 and such other documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender Party also acknowledges that it will, independently and without reliance upon any Agent or any other Lender Party and based on such documents and

information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement.

SECTION 7.05. Indemnification. (a) Each Lender Party severally agrees to indemnify each Agent (to the extent not promptly reimbursed by the Borrower and without limiting its obligation to do so) from and against such Lender Party's ratable share (determined as provided below) of any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against such Agent in any way relating to or arising out of the Loan Documents or any action taken or omitted by such Agent under the Loan Documents (collectively, the "***Indemnified Costs***"); *provided*, *however*, that no Lender Party shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent's gross negligence or willful misconduct as found in a final, non-appealable judgment by a court of competent jurisdiction. Without limitation of the foregoing, each Lender Party agrees to reimburse each Agent promptly upon demand for its ratable share of any costs and expenses (including, without limitation, reasonable fees and expenses of counsel) payable by the Borrower under Section 9.04, to the extent that such Agent is not promptly reimbursed for such costs and expenses by the Borrower. In the case of any investigation, litigation or proceeding giving rise to any Indemnified Costs, this Section 7.05 applies whether any such investigation, litigation or proceeding is brought by any Lender Party or any other Person. Each Agent is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and otherwise apply any and all amounts it receives pursuant to the Loan Documents to or for the credit or the account of any Lender Party against any and all obligations of such Lender Party to such Agent now or hereafter existing under this Section 7.05; *provided* that the foregoing sentence shall only apply if such Lender Party fails to promptly pay such obligation following such Agent's written request for payment; *provided further* that any obligation a Lender Party fails to promptly pay following the Agent's written request for payment shall bear interest at the same rate as Default Interest and the Agent is authorized to set off against any such accrued interest in the manner described above.

(b) Each Revolving Credit Lender severally agrees to indemnify the Revolving Issuing Bank (to the extent not promptly reimbursed by the Borrower) from and against such Lender Party's ratable share (determined as provided below) of any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against such Revolving Issuing Bank in any way relating to or arising out of the Loan Documents or any action taken or omitted by such Revolving Issuing Bank under the Loan Documents; *provided*, *however*, that no Lender Party shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from such Revolving Issuing Bank's gross negligence or willful misconduct as found in a final, non-appealable judgment by a court of competent jurisdiction. Without limitation of the foregoing, each Revolving Credit Lender agrees to reimburse the Revolving Issuing Bank promptly upon demand for its ratable share of any costs and expenses (including, without limitation, fees and expenses of counsel) payable by the Borrower under Section 9.04, to the extent that such Revolving Issuing Bank is not promptly reimbursed for such costs and expenses by the Borrower.

(c) For purposes of Section 7.05(a), (i) each Lender Party's ratable share of any amount shall be determined, at any time, according to the sum of (A) the aggregate principal amount of the Loans outstanding at such time and owing to such Lender Party, (B) in the case of any Revolving Credit Lender, such Revolving Credit Lender's Unused Revolving Credit Commitments at such time and (C) in the case of any Revolving Credit Lender, such Revolving Credit Lender's Pro Rata Shares of the aggregate Available Amount of all Revolving Letters of Credit outstanding at such time; and (ii) each Revolving Credit Lender's ratable share of any amount shall be determined, at any time, according to the sum of (A) the aggregate principal amount of the Revolving Credit Loans outstanding at such time and owing to such Lender, (B) such Lender's Pro Rata Shares of the aggregate Available Amount of all Revolving Letters of Credit outstanding at such time and (C) such Lender's Unused Revolving Credit Commitments at such time; *provided* that the aggregate principal amount of Revolving Letter of Credit Loans owing to the Revolving Issuing Bank shall be considered to be owed to the Revolving Credit Lenders ratably in accordance with their respective Revolving Credit Commitments and Section 7.05(b). The failure of any Lender Party to reimburse any Agent or any Revolving Issuing Bank, as the case may be, promptly upon demand for its ratable share of any amount required to be paid by the Lender Parties to the such Agent or such Revolving Issuing Bank, as the case may be, as provided herein shall not relieve any other Lender Party of its obligation hereunder to reimburse such Agent or Revolving Issuing Bank, as the case may be, for its ratable share of such amount, but no Lender Party shall be responsible for the failure of any other Lender Party to reimburse such Agent or Revolving Issuing Bank, as the case may be, for such other Lender Party's ratable share of such amount. Without prejudice to the survival of any other agreement of any Lender Party hereunder, the agreement and obligations of each Lender Party contained in this Section 7.05 shall survive the payment in full of principal, interest and all other amounts payable hereunder and under the other Loan Documents.

SECTION 7.06. Successor Administrative Agent. The Administrative Agent may resign as to any or all of the Facilities at any time by giving 15 days' written notice thereof to the Lender Parties and the Borrower and may be removed at any time with or without cause by the Required Lenders. Upon any such resignation or removal, the Required Lenders shall have the right, with (so long as no Event of Default has occurred and is continuing) the consent of the Borrower (not to be unreasonably withheld or delayed), to appoint a successor Administrative Agent as to such of the Facilities as to which the Administrative Agent has resigned or been removed. If no successor Administrative Agent shall have been so appointed by the Required Lenders, and shall have accepted such appointment, within 30 days after the retiring Administrative Agent's giving of notice of resignation or the Required Lenders' removal of the retiring Administrative Agent, then the retiring Administrative Agent may, on behalf of the Lender Parties, appoint a successor Administrative Agent, which shall be a commercial bank organized under the laws of the United States or of any State thereof and having a combined capital and surplus of at least $500,000,000. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall succeed to and become vested with all the rights, powers, discretion, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations under the Loan Documents. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent as to less than all of the Facilities, such successor Administrative Agent shall succeed to and become vested with all the rights, powers, discretion, privileges and duties of the retiring

Administrative Agent as to such Facilities, other than with respect to funds transfers and other similar aspects of the administration of Borrowings under such Facilities, issuance of Revolving Letters of Credit (notwithstanding any resignation as Administrative Agent with respect to the Revolving Letter of Credit Facility) and payments by the Borrower in respect of such Facilities, and the retiring Administrative Agent shall be discharged from its duties and obligations under this Agreement as to such Facilities, other than as aforesaid. If within 45 days after written notice is given of the retiring Administrative Agent's resignation or removal under this Section 7.06 no successor Administrative Agent shall have been appointed and shall have accepted such appointment, then on such 45th day (a) the retiring Administrative Agent's resignation or removal shall become effective, (b) the retiring Administrative Agent shall thereupon be discharged from its duties and obligations under the Loan Documents and (c) the Required Lenders shall thereafter perform all duties of the retiring Administrative Agent under the Loan Documents until such time, if any, as the Required Lenders appoint a successor Agent as provided above. After any retiring Administrative Agent's resignation or removal hereunder as Administrative Agent as to any of the Facilities shall have become effective, the provisions of this Article VII shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent as to such Facilities under this Agreement.

SECTION 7.07. First Lien Collateral Agent. Each of the Administrative Agent and the Lender Parties hereby designates and appoints CLMG as First Lien Collateral Agent under this Agreement and the other Loan Documents and authorizes CLMG, in the capacity of First Lien Collateral Agent, to (A) execute, deliver and perform the obligations, if any, of the First Lien Collateral Agent, as applicable under this Agreement and each other Loan Document and (B) take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the First Lien Collateral Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto; *provided, however,* that the First Lien Collateral Agent shall not be required to take any action that exposes the First Lien Collateral Agent to personal liability or that is contrary to this Agreement or applicable law. Without limiting the generality of the foregoing, each of the Administrative Agent and the Lender Parties hereby authorizes and instructs CLMG, in the capacity of First Lien Collateral Agent, to execute and deliver the documents to be entered into by the First Lien Collateral Agent expressly mentioned in Section 3.01, and, without limiting any of the provisions of this Agreement, CLMG, in the capacity of First Lien Collateral Agent, shall continue to be bound by and entitled to all the benefits and protections afforded to the First Lien Collateral Agent under the Intercreditor Agreement, including Section 7 of the Intercreditor Agreement, as if fully set forth herein.

ARTICLE VIII

GUARANTY

SECTION 8.01. Guaranty; Limitation of Liability. (a) Subject in the case of Athens to the Athens Cap Amount, each Guarantor, jointly and severally, hereby absolutely, unconditionally and irrevocably guarantees the punctual payment when due, whether at scheduled maturity or on any date of a required prepayment or by acceleration, demand or otherwise, of all Obligations of each other Loan Party now or hereafter existing under or in respect of the Loan Documents (including, without limitation, any extensions, modifications,

substitutions, amendments or renewals of any or all of the foregoing Obligations), whether direct or indirect, absolute or contingent, and whether for principal, interest, premiums, fees, indemnities, contract causes of action, costs, expenses or otherwise (such Obligations being the "***Guaranteed Obligations***"), and agrees to pay any and all expenses (including, without limitation, reasonable fees and expenses of counsel) incurred by the Administrative Agent or any other Lender Party in enforcing any rights under this Guaranty or any other Loan Document. Without limiting the generality of the foregoing, subject in the case of Athens to the Athens Cap Amount, each Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by any other Loan Party to any Lender Party under or in respect of the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such other Loan Party.

(b) Each Guarantor, and by its acceptance of this Guaranty, the Administrative Agent and each other Lender Party, hereby confirms that it is the intention of all such Persons that this Guaranty and the obligations of each Guarantor hereunder not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state law to the extent applicable to this Guaranty and the obligations of each Guarantor hereunder. To effectuate the foregoing intention, the Administrative Agent, the other Lender Parties and the Guarantors hereby irrevocably agree that the obligations of each Guarantor under this Guaranty at any time shall be limited to the maximum amount as will result in the obligations of such Guarantor under this Guaranty not constituting a fraudulent transfer or conveyance.

(c) Subject in the case of Athens to the Athens Cap Amount, each Guarantor hereby unconditionally and irrevocably agrees that in the event any payment shall be required to be made to any Lender Party under this Guaranty or any other guaranty, such Guarantor will contribute, to the maximum extent permitted by law, such amounts to each other Guarantor and each other guarantor so as to maximize the aggregate amount paid to the Lender Parties under or in respect of the Loan Documents.

SECTION 8.02. Guaranty Absolute. Subject in the case of Athens to the Athens Cap Amount, each Guarantor guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of any Lender Party with respect thereto. The obligations of each Guarantor under or in respect of this Guaranty are independent of the Guaranteed Obligations or any other Obligations of any other Loan Party under or in respect of the Loan Documents, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce this Guaranty, irrespective of whether any action is brought against the Borrower or any other Loan Party or whether the Borrower or any other Loan Party is joined in any such action or actions. The liability of each Guarantor under this Guaranty shall be irrevocable, absolute and unconditional irrespective of, and each Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations or any other Obligations of any other Loan Party under or in respect of the Loan Documents, or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or any of its Subsidiaries or otherwise;

(c) any taking, exchange, release or non-perfection of any Collateral or any other collateral, or any taking, release or amendment or waiver of, or consent to departure from, any other guaranty, for all or any of the Guaranteed Obligations;

(d) any manner of application of Collateral or any other collateral, or proceeds thereof, to all or any of the Guaranteed Obligations, or any manner of sale or other disposition of any Collateral or any other collateral for all or any of the Guaranteed Obligations or any other Obligations of any Loan Party under the Loan Documents or any other assets of any Loan Party or any of its Subsidiaries;

(e) any change, restructuring or termination of the corporate structure or existence of any Loan Party or any of its Subsidiaries;

(f) any failure of any Lender Party to disclose to any Loan Party any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Loan Party now or hereafter known to such Lender Party (each Guarantor waiving any duty on the part of the Lender Parties to disclose such information);

(g) the failure of any other Person to execute or deliver this Agreement or any other guaranty or agreement or the release or reduction of liability of any Guarantor or other guarantor or surety with respect to the Guaranteed Obligations; or

(h) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by any Lender Party that might otherwise constitute a defense available to, or a discharge of, any Loan Party or any other guarantor or surety.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by any Lender Party or any other Person upon the insolvency, bankruptcy or reorganization of the Borrower or any other Loan Party or otherwise, all as though such payment had not been made.

SECTION 8.03. Waivers and Acknowledgments. (a) Each Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of nonperformance, default, acceleration, protest or dishonor and any other notice with respect to any of the Guaranteed Obligations and this Guaranty and any requirement that any Lender Party protect, secure, perfect or insure any Lien or any property subject thereto or exhaust any right or take any action against any Loan Party or any other Person or any Collateral.

(b) Each Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

(c) Each Guarantor hereby unconditionally and irrevocably waives (i) any defense arising by reason of any claim or defense based upon an election of remedies by any Lender Party that in any manner impairs, reduces, releases or otherwise adversely affects the subrogation, reimbursement, exoneration, contribution or indemnification rights of such Guarantor or other rights of such Guarantor to proceed against any of the other Loan Parties, any other guarantor or any other Person or any Collateral and (ii) any defense based on any right of set-off or counterclaim against or in respect of the obligations of such Guarantor hereunder.

(d) Each Guarantor acknowledges that the First Lien Collateral Agent may, without notice to or demand upon such Guarantor and without affecting the liability of such Guarantor under this Guaranty, foreclose under any mortgage by nonjudicial sale, and each Guarantor hereby waives any defense to the recovery by the First Lien Collateral Agent and the other First Lien Secured Parties against such Guarantor of any deficiency after such nonjudicial sale and any defense or benefits that may be afforded by applicable law.

(e) Each Guarantor hereby unconditionally and irrevocably waives any duty on the part of any Lender Party to disclose to such Guarantor any matter, fact or thing relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Loan Party or any of its Subsidiaries now or hereafter known by such Lender Party.

(f) Each Guarantor acknowledges that it will receive substantial direct and indirect benefits from the financing arrangements contemplated by the Loan Documents and that the waivers set forth in Section 8.02 and this Section 8.03 are knowingly made in contemplation of such benefits.

SECTION 8.04. Subrogation. Each Guarantor hereby unconditionally and irrevocably agrees not to exercise any rights that it may now have or hereafter acquire against the Borrower or any other Loan Party that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under or in respect of this Guaranty or any other Loan Document, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of any Lender Party against the Borrower, any other Loan Party or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from the Borrower or any other Loan Party directly or indirectly, in Cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations and all other amounts payable under this Guaranty shall have been paid in full in Cash, all Revolving Letters of Credit shall be expired or been terminated and the Commitments shall have expired or been terminated. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence at any time prior to the latest of (a) the payment in full in Cash of the Guaranteed Obligations and all other amounts payable under this Guaranty, (b) the Term B Maturity Date and (c) the latest date of expiration or termination of all Revolving Letters of Credit, such amount shall be received and held in trust for the benefit of the Lender Parties, shall be segregated from other property and funds of such Guarantor and shall forthwith be paid or delivered to the Administrative Agent in the same form as so received (with any necessary endorsement or assignment) to be credited and applied to the Guaranteed Obligations and all other amounts payable under this Guaranty, whether matured or unmatured, in accordance with the terms of the Loan Documents, or to be held as Collateral for any Guaranteed Obligations or

other amounts payable under this Guaranty thereafter arising. If (i) any Guarantor shall make payment to any Lender Party of all or any part of the Guaranteed Obligations, (ii) all of the Guaranteed Obligations and all other amounts payable under this Guaranty shall have been paid in full in Cash, (iii) the Term B Maturity Date shall have occurred, and (c) all Revolving Letters of Credit shall have expired or been terminated, the Lender Parties will, at such Guarantor's request and expense, execute and deliver to such Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Guaranteed Obligations resulting from such payment made by such Guarantor pursuant to this Guaranty.

SECTION 8.05. Subordination. Each Guarantor hereby subordinates any and all debts, liabilities and other obligations owed to such Guarantor by each other Loan Party (the "***Subordinated Obligations***") to the Guaranteed Obligations to the extent and in the manner hereinafter set forth in this Section 8.05:

(a) Prohibited Payments, Etc. Except during the continuance of any Event of Default, each Guarantor may receive regularly scheduled payments from any other Loan Party on account of the Subordinated Obligations in compliance with the Security Deposit Agreement. After the occurrence and during the continuance of any Event of Default, however, unless the Required Lenders otherwise agree, no Guarantor shall demand, accept or take any action to collect any payment on account of the Subordinated Obligations other than to the extent payment of such Subordinated Obligations is permitted under the terms of the Security Deposit Agreement and the other Loan Documents.

(b) Prior Payment of Guaranteed Obligations. In any proceeding under any Bankruptcy Law relating to any other Loan Party, each Guarantor agrees that the Lender Parties shall be entitled to receive payment in full in Cash of all Guaranteed Obligations (including all interest and expenses accruing after the commencement of a proceeding under any Bankruptcy Law, whether or not constituting an allowed claim in such proceeding ("***Post-Petition Interest***")) before such Guarantor receives payment of any Subordinated Obligations.

(c) Turn-Over. After the occurrence and during the continuance of any Default, each Guarantor shall, if the Administrative Agent so requests, collect, enforce and receive payments on account of the Subordinated Obligations as trustee for the Lender Parties and deliver such payments to the Administrative Agent on account of the Guaranteed Obligations (including all Post-Petition Interest), together with any necessary endorsements or other instruments of transfer, but without reducing or affecting in any manner the liability of such Guarantor under the other provisions of this Guaranty.

(d) Administrative Agent Authorization. After the occurrence and during the continuance of any Default, the Administrative Agent is authorized and empowered (but without any obligation to so do), in its discretion, (i) in the name of each Guarantor, to collect and enforce, and to submit claims in respect of, the Subordinated Obligations and to apply any amounts received thereon to the Guaranteed Obligations (including any and all Post-Petition Interest), and (ii) to require each Guarantor (A) to collect and enforce, and to submit claims in respect of, the Subordinated Obligations and (B) to pay any amounts received on such obligations to the Administrative Agent for application to the Guaranteed Obligations (including any and all Post-Petition Interest).

SECTION 8.06. Continuing Guaranty; Assignments. This Guaranty is a continuing guaranty and shall (a) remain in full force and effect until a Repayment Event has occurred, (b) be binding upon each Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Lender Parties and their successors, transferees and assigns. Without limiting the generality of clause (c) of the immediately preceding sentence, any Lender Party may assign or otherwise transfer all or any portion of its rights and obligations under this Agreement (including, without limitation, all or any portion of its Commitments, the Loans owing to it and any Note or Notes held by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender Party herein or otherwise, in each case as and to the extent provided in Section 9.07. No Guarantor shall have the right to assign its rights hereunder or any interest herein without the prior written consent of the Required Lenders, which consent may be granted or withheld in the Required Lenders' sole and absolute discretion.

SECTION 8.07. Eligible Contract Participant.

(a) Each Guarantor (other than MACH Gen GP, LLC) represents and warrants on the date hereof that, to the extent any Guaranteed Obligations include Swap Obligations on the date hereof, it is an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations issued thereunder.

(b) Each Guarantor (other than MACH Gen GP, LLC) agrees that at such time as the Guaranteed Obligations of such Guarantor includes Swap Obligations, and at such other times as are required for purposes of the Commodity Exchange Act and the regulations thereunder, such Guarantor shall constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder.

SECTION 8.08. Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by any other Guarantor to honor all of such Guarantor's Swap Obligations to the extent included in such Guarantor's Guaranteed Obligations under this Article VIII (*provided, however*, that each Qualified ECP Guarantor shall only be liable under this Section 8.08 for the maximum amount of such liability that can be hereby incurred without rendering its obligation under this Section 8.08, or otherwise under this Article VIII, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section 8.08 shall remain in full force and effect until the date on which all the Guaranteed Obligations pursuant to and in accordance with this Article VIII are irrevocably and unconditionally discharged in full (but solely to the extent such Guaranteed Obligations include Swap Obligations). Each Qualified ECP Guarantor intends that this Section 8.08 constitute, and this Section 8.08 shall be deemed to constitute, a keepwell, support, or other agreement for the benefit of each Guarantor for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

SECTION 8.09. Excluded Swap Obligations. In no event shall the Guaranty or any guarantee of any Guarantor in respect of any Swap Obligation under any Hedge Agreements and Commodity Hedge and Power Sale Agreements include, or be deemed to include, a guarantee of any Excluded Swap Obligations.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. Amendments, Etc.. (a) Subject to Section 5.3(c) of the Intercreditor Agreement and clause (b) below, no amendment or waiver of any provision of this Agreement, the Notes or any other Loan Document (including the Intercreditor Agreement and the Security Deposit Agreement), nor consent to any departure by any Loan Party therefrom, shall in any event be effective unless the same shall be in writing and signed by the Required Lenders (or the Administrative Agent on their behalf) and, in the case of an amendment, the Borrower on behalf of the Loan Parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; *provided, however*, that (i) no amendment, waiver or consent shall, unless in writing and signed by each Lender, do any of the following at any time:

(A) waive any of the conditions specified in Section 3.01 or, in the case of the Initial Extension of Credit, Section 3.02;

(B) change (1) the definition of "*Required Lenders*" or (2) the number of Lenders or the percentage of (x) the Commitments, (y) the aggregate unpaid principal amount of the Loans or (z) the aggregate Available Amount of outstanding Revolving Letters of Credit that, in each case, shall be required for the Lender Parties or any of them to take any action hereunder or under any other Loan Document;

(C) change any other definition in the Intercreditor Agreement or the Security Deposit Agreement in any manner adverse to the Lender Parties;

(D) other than as expressly contemplated by Section 5.1 of the Intercreditor Agreement, release one or more Guarantors (or otherwise limit such Guarantors' liability with respect to the Obligations owing to the Agents and the Lender Parties under the Guaranty) if such release or limitation is in respect of a material portion of the value of the Guaranty to the Lender Parties;

(E) other than as expressly contemplated by Section 5.1 of the Intercreditor Agreement, release any material portion of the Collateral in any transaction or series of related transactions;

(F) subordinate the Liens of the Lender Parties; or

(G) amend this Section 9.01,

and (ii) no amendment, waiver or consent shall, unless in writing and signed by the Required Lenders and each Lender Party specified below for such amendment, waiver or consent:

(A) increase the Commitments of a Lender Party without the consent of such Lender Party;

(B) reduce or forgive the principal of, or stated rate of interest on, the Loans owed to a Lender Party or any fees or other amounts stated to be payable hereunder or under the other Loan Documents to such Lender Party without the consent of such Lender;

(C) postpone any date scheduled for any payment of principal of, or interest on, the Loans pursuant to Section 2.04 or 2.07, any or any date fixed for any payment of fees hereunder, in each case, payable to a Lender Party without the consent of such Lender Party;

(D) impose any restrictions on the rights of such Lender under Section 9.07 without the consent of such Lender;

(E) change the order of application of any reduction in the Commitments or any prepayment of Loans among the Facilities from the application thereof set forth in the applicable provisions of Section 2.05(b) or 2.06(b), respectively, in any manner that materially adversely affects the Lenders under a Facility without the consent of holders of a majority of the Commitments or Loans outstanding under such Facility;

(F) increase the maximum duration of any Eurodollar Rate Period;

(G) change the order of application of proceeds of Collateral and other payments set forth in Section 4.1 of the Intercreditor Agreement or Article III of the Security Deposit Agreement in a manner that materially adversely affects any Lender Party without the consent of such Lender Party;

(H) otherwise amend or modify any of the Intercreditor Agreement or any First Lien Collateral Document in a manner which disproportionately

affects any Lender Party vis-à-vis any other Secured Party without the written consent of such Lender Party; or

(I) amend or modify the provisions of Sections 2.11(a)(i), 2.11(f) and Section 2.13 (including the definition of "Pro Rata Share") in a manner that adversely affects any Lender Party without the consent of such Lender Party;

provided further that no amendment, waiver or consent shall, unless in writing and signed by each Revolving Issuing Bank, as the case may be, in addition to the Lenders required above to take such action, affect the rights or obligations of the Revolving Issuing Banks, as the case may be, under this Agreement; and *provided further* that no amendment, waiver or consent shall, unless in writing and signed by an Agent in addition to the Lenders required above to take such action, affect the rights or duties of such Agent under this Agreement or the other Loan Documents.

(b) Notwithstanding the other provisions of this Section 9.01, the Borrower, the Guarantors, the First Lien Collateral Agent and the Administrative Agent may (but shall have no obligation to) amend or supplement the Loan Documents without the consent of any Lender Party: (i) to cure any ambiguity, defect or inconsistency; (ii) to make any change that would provide any additional rights or benefits to the Lender Parties or (iii) to make, complete or confirm any grant of Collateral permitted or required by this Agreement or any of the First Lien Collateral Documents or any release of any Collateral that is otherwise permitted under the terms of this Agreement and the First Lien Collateral Documents.

SECTION 9.02. Notices, Etc.. (a) All notices and other communications provided for hereunder shall be either (x) in writing (including telegraphic, telecopy or electronic communication) and mailed, telegraphed, telecopied or delivered or (y) as and to the extent set forth in Section 9.02(b) and in the proviso to this Section 9.02(a), in an electronic medium and delivered as set forth in Section 9.02(b), (i) if to any Loan Party, to the Borrower at its address at New MACH Gen, LLC, 1780 Hughes Landing, Suite 800, The Woodlands, TX 77380, Attention: Dale Lebsack, E-mail Address: dale.lebsack@talenenergy.com (with a copy sent to New MACH Gen, LLC, 1780 Hughes Landing, Suite 800, The Woodlands, TX 77380, Attention: John Chesser, E-mail Address: john.chesser@talenenergy.com); (ii) if to any Term B Lender or Revolving Credit Lender identified on Schedule I hereto, at its Lending Office specified opposite its name on Schedule I hereto; (iii) if to any Initial Lender or Initial Revolving Issuing Bank, at its Lending Office specified in Schedule I attached hereto; (iv) if to any other Lender Party, at its Lending Office specified in the Assignment and Acceptance pursuant to which it became a Lender Party; (v) if to the First Lien Collateral Agent or Administrative Agent, at its address at 7195 Dallas Parkway, Plano, TX 75024, Attention: James Erwin, Fax: (469) 467-5550, E-mail Address: jerwin@clmgcorp.com; or, as to the Borrower or the Administrative Agent, at such other address as shall be designated by such party in a written notice to the other parties and, as to each other party, at such other address as shall be designated by such party in a written notice to the Borrower and the Administrative Agent; *provided, however*, that materials and information described in Section 9.02(b) shall be delivered to the Administrative Agent in accordance with the provisions thereof or as otherwise specified to the Borrower by the Administrative Agent. All such notices and other communications shall, when mailed, telegraphed, telecopied, or e-mailed, be effective when deposited in the mails, delivered to the telegraph company, transmitted by telecopier or sent by electronic communication,

respectively, except that notices and communications to any Agent pursuant to Article II, III or VII shall not be effective until received by such Agent. Delivery by telecopier of an executed counterpart of a signature page to any amendment or waiver of any provision of this Agreement or the Notes shall be effective as delivery of an original executed counterpart thereof.

(b) The Borrower hereby agrees that it will provide to the Administrative Agent all information, documents and other materials that it is obligated to furnish to the Administrative Agent pursuant to the Loan Documents, including, without limitation, all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication that (i) relates to a request for a new Borrowing (including any election of an interest rate or interest period relating thereto), (ii) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, (iii) provides notice of any Default or Event of Default under this Agreement or (iv) is required to be delivered to satisfy any condition precedent to the effectiveness of this Agreement and/or any Borrowing or other extension of credit thereunder (all such non-excluded communications being referred to herein collectively as "***Communications***"), by transmitting the Communications in an electronic/soft medium in a format acceptable to the Administrative Agent to an electronic mail address specified by the Administrative Agent to the Borrower. In addition, the Borrower agrees to continue to provide the Communications to the Administrative Agent in the manner specified in the Loan Documents but only to the extent requested by the Administrative Agent. The Borrower further agrees that the Administrative Agent may make the Communications available to the Lender Parties by posting the Communications on IntraLinks or a substantially similar electronic transmission system (the "***Platform***").

(c) THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE". THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS, OR THE ADEQUACY OF THE PLATFORM AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE AGENT PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE PLATFORM. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT OR ANY OF ITS AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ADVISORS OR REPRESENTATIVES (COLLECTIVELY, "***AGENT PARTIES***") HAVE ANY LIABILITY TO THE BORROWER, ANY LENDER PARTY OR ANY OTHER PERSON OR ENTITY FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF THE BORROWER'S OR THE ADMINISTRATIVE AGENT'S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET, EXCEPT TO THE EXTENT THE LIABILITY OF ANY AGENT PARTY IS FOUND IN A FINAL NON-APPEALABLE JUDGMENT BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED

PRIMARILY FROM SUCH AGENT PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(d) The Administrative Agent agrees that the receipt of the Communications by the Administrative Agent at its e-mail address set forth above shall constitute effective delivery of the Communications to the Administrative Agent for purposes of the Loan Documents. Each Lender Party agrees (i) that notice to it (as provided in the next sentence) specifying that the Communications have been posted to the Platform shall constitute effective delivery of the Communications to such Lender Party for purposes of the Loan Documents. Each Lender Party agrees to notify the Administrative Agent in writing (including by electronic communication) from time to time of such Lender Party's e-mail address to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such e-mail address. Nothing herein shall prejudice the right of the Administrative Agent or any Lender Party to give any notice or other communication pursuant to any Loan Document in any other manner specified in such Loan Document.

SECTION 9.03. No Waiver; Remedies. No failure on the part of any Lender or any Agent to exercise, and no delay in exercising, any right hereunder or under any Note or any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 9.04. Costs and Expenses. (a) The Borrower agrees to pay on demand (i) all costs and expenses of each Agent and Revolving Issuing Bank in connection with the preparation, execution, delivery, administration, modification and amendment of, or any consent or waiver under, the Loan Documents (including, without limitation, (A) all due diligence, collateral review, syndication, transportation, computer, duplication, appraisal, audit, insurance, consultant, search, filing and recording fees and expenses and (B) the reasonable fees and expenses of counsel for each Agent with respect thereto, with respect to advising such Agent or Revolving Issuing Bank, as the case may be, as to its rights and responsibilities, or the perfection, protection or preservation of rights or interests, under the Loan Documents, with respect to negotiations with any Loan Party or with other creditors of any Loan Party or any of its Subsidiaries arising out of any Default or any events or circumstances that may give rise to a Default and with respect to presenting claims in or otherwise participating in or monitoring any bankruptcy, insolvency or other similar proceeding involving creditors' rights generally and any proceeding ancillary thereto) and (ii) all costs and expenses of each Agent and each Lender Party in connection with the enforcement of the Loan Documents, whether in any action, suit or litigation, or any bankruptcy, insolvency or other similar proceeding affecting creditors' rights generally (including, without limitation, the reasonable fees and expenses of counsel for the Administrative Agent and each Lender Party with respect thereto).

(b) The Borrower agrees to indemnify, defend and save and hold harmless each Agent, each Lender Party, each of their Affiliates and the respective officers, directors, employees, trustees, agents and advisors of each of the foregoing (each, an "***Indemnified Party***") from and against, and shall pay on demand, any and all claims, damages, losses, liabilities and expenses (including, without limitation, reasonable fees and expenses of counsel) that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or

in connection with or by reason of (including, without limitation, in connection with any investigation, litigation or proceeding or preparation of a defense in connection therewith) (i) the Facilities, the actual or proposed use of the proceeds of the Loans or the Revolving Letters of Credit, the Loan Documents or any of the transactions contemplated thereby, (ii) the Tax Sharing Agreement or (iii) the actual or alleged presence of Hazardous Materials on any property of any Loan Party or any of its Subsidiaries or any Environmental Action relating in any way to any Loan Party or any of its Subsidiaries, except to the extent such claim, damage, loss, liability or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or willful misconduct. In the case of an investigation, litigation or other proceeding to which the indemnity in this Section 9.04(b) applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by any Loan Party, its directors, shareholders or creditors, any Indemnified Party or any other Person, whether or not any Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated thereby are consummated. The Borrower also agrees not to assert any claim against any Agent, any Lender Party or any of their Affiliates, or any of their respective officers, directors, employees, trustees, agents and advisors, on any theory of liability, for special, indirect, consequential or punitive damages arising out of or otherwise relating to the Facilities, the actual or proposed use of the proceeds of the Loans or the Revolving Letters of Credit, the Loan Documents or any of the transactions contemplated by the Loan Documents.

(c) If (i) any payment of principal of any Loan is made by the Borrower to or for the account of a Lender Party other than on the last day of the Interest Period for such Loan as a result of (A) acceleration of the maturity of the Loans pursuant to Section 6.01 or (B) a mandatory prepayment of the Loans pursuant to Section 2.05(b), or (ii) if the Borrower fails to make any payment or prepayment of a Loan after the Borrower had delivered a notice of prepayment, whether, in the case of this clause (ii), pursuant to Section 2.04, 2.06 or 6.01 or otherwise, the Borrower shall, upon demand by such Lender Party (with a copy of such demand to the Administrative Agent), pay to the Administrative Agent for the account of such Lender Party any amounts required to compensate such Lender Party for any additional losses, costs or expenses that it may reasonably incur as a result of such payment or such failure to pay or prepay, as the case may be, including, without limitation, any loss (excluding loss of anticipated profits), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by any Lender Party to fund or maintain such Loan.

(d) If any Loan Party fails to pay when due any costs, expenses or other amounts payable by it under any Loan Document, including, without limitation, fees and expenses of counsel and indemnities, such amount may be paid on behalf of such Loan Party by the Administrative Agent or any Lender Party, in its sole discretion.

(e) Without prejudice to the survival of any other agreement of any Loan Party hereunder or under any other Loan Document, the agreements and obligations of the Borrower contained in Sections 2.10 and 2.12 and this Section 9.04 shall survive the payment in full of principal, interest and all other amounts payable hereunder and under any of the other Loan Documents.

SECTION 9.05. Right of Set-off. Upon (a) the occurrence and during the continuance of any Event of Default and (b) the making of the request or the granting of the

consent specified by Section 6.01 to authorize the Administrative Agent to declare the Loans due and payable pursuant to the provisions of Section 6.01, each Agent and each Lender Party and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and otherwise apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Agent, such Lender Party or such Affiliate to or for the credit or the account of the Borrower against any and all of the Obligations of the Borrower now or hereafter existing under the Loan Documents, irrespective of whether such Agent or such Lender Party shall have made any demand under this Agreement and although such Obligations may be unmatured. Each Agent and each Lender Party agrees promptly to notify the Borrower after any such set-off and application; *provided, however*, that the failure to give such notice shall not affect the validity of such set-off and application. The rights of each Agent and each Lender Party and their respective Affiliates under this Section are in addition to other rights and remedies (including, without limitation, other rights of set-off) that such Agent, such Lender Party and their respective Affiliates may have.

SECTION 9.06. Binding Effect. This Agreement shall become effective when it shall have been executed by the Borrower and each Agent and the Administrative Agent shall have been notified by each initial Lender Party that such initial Lender Party has executed it and thereafter shall be binding upon and inure to the benefit of the Borrower, each Agent and each Lender Party and their respective successors and assigns, except that the Borrower shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of each Lender Party. This Agreement is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto.

SECTION 9.07. Assignments and Participations. (a) Each Lender Party may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitment or Commitments, the Loans owing to it, and the Note or Notes held by it); *provided, however*, that (i) each such assignment shall be of a uniform, and not a varying, percentage of all rights and obligations under and in respect of any or all Facilities, (ii) except in the case of an assignment to a Person that, immediately prior to such assignment, was a Lender Party, an Affiliate of any Lender Party or an Approved Fund of any Lender Party or an assignment of all of a Lender Party's rights and obligations under this Agreement, the aggregate amount of the Commitments being assigned to such Eligible Assignee pursuant to such assignment (determined as of the date of the Assignment and Acceptance with respect to such assignment) shall in no event be less than $2,000,000 (or such lesser amount as shall be approved by the Administrative Agent and, so long as no Default shall have occurred and be continuing at the time of effectiveness of such assignment, the Borrower), (iii) each such assignment shall be to an Eligible Assignee, (iv) no such assignments shall be permitted without the written consent of the Administrative Agent, which consent shall not be unreasonably withheld and (v) the parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance and recording in the Register, an Assignment and Acceptance, together with any Note or Notes (if any) subject to such assignment.

(b) [Reserved].

(c) [Reserved].

(d) Upon such execution, delivery, acceptance and recording, from and after the effective date specified in such Assignment and Acceptance, (i) the assignee thereunder shall be a party hereto and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment and Acceptance, have the rights and obligations of a Lender or Revolving Issuing Bank, as the case may be, hereunder and (ii) the Lender or Revolving Issuing Bank assignor thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights (other than its rights under Sections 2.10, 2.12 and 9.04 to the extent any claim thereunder relates to an event arising prior to such assignment) and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the remaining portion of an assigning Lender's or Revolving Issuing Bank's rights and obligations under this Agreement, such Lender or Revolving Issuing Bank shall cease to be a party hereto).

(e) By executing and delivering an Assignment and Acceptance, each Lender Party assignor thereunder and each assignee thereunder confirm to and agree with each other and the other parties thereto and hereto as follows: (i) other than as provided in such Assignment and Acceptance, such assigning Lender Party makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with any Loan Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, any Loan Document or any other instrument or document furnished pursuant thereto; (ii) such assigning Lender Party makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under any Loan Document or any other instrument or document furnished pursuant thereto; (iii) such assignee confirms that it has received a copy of this Agreement, together with copies of the financial statements referred to in Section 4.01 and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iv) such assignee will, independently and without reliance upon any Agent, such assigning Lender Party or any other Lender Party and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (v) such assignee confirms that it is an Eligible Assignee; (vi) such assignee appoints and authorizes each Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Loan Documents as are delegated to such Agent by the terms hereof and thereof, together with such powers and discretion as are reasonably incidental thereto; and (vii) such assignee agrees that it will perform in accordance with their terms all of the obligations that by the terms of this Agreement are required to be performed by it as a Lender or Revolving Issuing Bank, as the case may be.

(f) The Administrative Agent, acting for this purpose (but only for this purpose) as the agent of the Borrower, shall maintain at its address referred to in Section 9.02 a copy of each Assignment and Acceptance delivered to and accepted by it and a register for the recordation of the names and addresses of the Lender Parties and the Commitment under each Facility of, and principal amount of the Loans owing under each Facility to, each Lender Party from time to time (the "***Register***"). The entries in the Register shall be conclusive and binding

for all purposes, absent manifest error, and the Borrower, the Agents and the Lender Parties shall treat each Person whose name is recorded in the Register as a Lender Party hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower or any Agent or any Lender Party at any reasonable time and from time to time upon reasonable prior notice.

(g) Upon its receipt of an Assignment and Acceptance executed by an assigning Lender Party and an assignee, together with any Note or Notes (if any) subject to such assignment, the Administrative Agent shall, if such Assignment and Acceptance has been completed and is in substantially the form of Exhibit C hereto, (i) accept such Assignment and Acceptance, (ii) record the information contained therein in the Register and (iii) give prompt notice thereof to the Borrower and each other Agent. In the case of any assignment by a Lender, within five Business Days after its receipt of such notice, the Borrower, at its own expense, shall execute and deliver to the Administrative Agent in exchange for the surrendered Note or Notes (if any) an amended and restated Note (which shall be marked "*Amended and Restated*") to the order of such Eligible Assignee in an amount equal to the Commitment assumed by it under each Facility pursuant to such Assignment and Acceptance and, if any assigning Lender that had a Note or Notes prior to such assignment has retained a Commitment hereunder under such Facility, an amended and restated Note to the order of such assigning Lender in an amount equal to the Commitment retained by it hereunder. Such amended and restated Note or Notes shall be dated the effective date of such Assignment and Acceptance and shall otherwise be in substantially the form of Exhibit A-1 or A-2 hereto, as the case may be.

(h) Each Lender Party may sell participations to one or more Persons (other than any Loan Party or any of its Affiliates) in or to all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitments, the Loans owing to it and the Note or Notes (if any) held by it); *provided*, *however*, that (i) such Lender's obligations under this Agreement (including, without limitation, its Commitments) shall remain unchanged, (ii) such Lender Party's shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) such Lender Party shall remain the holder of any such Note for all purposes of this Agreement, (iv) the Borrower, the Agents and the other Lender Parties shall continue to deal solely and directly with such Lender Party in connection with such Lender Party's rights and obligations under this Agreement and (v) no participant under any such participation shall have any right to approve any amendment or waiver of any provision of any Loan Document, or any consent to any departure by any Loan Party therefrom.

(i) Any Lender Party may, in connection with any assignment or participation or proposed assignment or participation pursuant to this Section 9.07, disclose to the assignee or participant or proposed assignee or participant any information relating to the Borrower furnished to such Lender Party by or on behalf of the Borrower; *provided*, *however*, that, prior to any such disclosure, the assignee or participant or proposed assignee or participant shall agree to preserve the confidentiality of any Confidential Information received by it from such Lender Party.

(j) Notwithstanding any other provision set forth in this Agreement, any Lender Party may at any time create a security interest in all or any portion of its rights under this Agreement (including, without limitation, the Loans owing to it and the Note or Notes (if

any) held by it) in favor of any Federal Reserve Bank or Federal Home Loan Bank in accordance with Regulation A of the Board of Governors of the Federal Reserve System or similar laws and regulations relating to the Federal Home Loan Banks.

(k) Notwithstanding anything to the contrary contained herein, any Lender that is a Fund may, without the consent of the Borrower or any other Person, create a security interest in all or any portion of the Loans owing to it and any Note or Notes held by it to the trustee for holders of obligations owed, or securities issued, by such Fund as security for such obligations or securities; *provided* that, unless and until such trustee actually becomes a Lender in compliance with the other provisions of this Section 9.07, (i) no such pledge shall release the pledging Lender from any of its obligations under the Loan Documents and (ii) such trustee shall not be entitled to exercise any of the rights of a Lender under the Loan Documents even though such trustee may have acquired ownership rights with respect to the pledged interest through foreclosure or otherwise.

(l) Notwithstanding anything to the contrary contained herein, any Lender Party (a "***Granting Lender***") may grant to a special purpose funding vehicle identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower (an "***SPC***") the option to provide all or any part of any Loan that such Granting Lender would otherwise be obligated to make pursuant to this Agreement; *provided* that (i) nothing herein shall constitute a commitment by any SPC to fund any Loan and (ii) if an SPC elects not to exercise such option or otherwise fails to make all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. Each party hereto hereby agrees that (i) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement for which a Lender Party would be liable, (ii) no SPC shall be entitled to the benefits of Sections 2.10 and 2.12 (or any other increased costs protection provision) and (iii) the Granting Lender shall for all purposes, including, without limitation, the approval of any amendment or waiver of any provision of any Loan Document, remain the Lender Party of record hereunder. In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior Debt of any SPC, it will not institute against, or join any other person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding under the laws of the United States or any State thereof. Notwithstanding anything to the contrary contained in this Agreement, any SPC may (i) with notice to, but without prior consent of, the Borrower and the Administrative Agent and with the payment of a processing fee of $500, assign all or any portion of its interest in any Loan to the Granting Lender and (ii) disclose on a confidential basis any non-public information relating to its funding of Loans to any rating agency, commercial paper dealer or provider of any surety or guarantee or credit or liquidity enhancement to such SPC. This subsection (l) may not be amended without the prior written consent of each Granting Lender, all or any part of whose Loans are being funded by the SPC at the time of such amendment.

SECTION 9.08. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by telecopier of an executed counterpart of a

signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 9.09. No Liability of the Revolving Issuing Banks. The Borrower assumes all risks of the acts or omissions of any beneficiary or transferee of any Revolving Letter of Credit with respect to its use of such Revolving Letter of Credit. Neither any Revolving Issuing Bank nor any of its officers or directors shall be liable or responsible for: (a) the use that may be made of any Revolving Letter of Credit or any acts or omissions of any beneficiary or transferee in connection therewith; (b) the validity, sufficiency or genuineness of documents, or of any endorsement thereon, even if such documents should prove to be in any or all respects invalid, insufficient, fraudulent or forged; (c) payment by such Revolving Issuing Bank against presentation of documents that do not comply with the terms of a Revolving Letter of Credit, including failure of any documents to bear any reference or adequate reference to the Revolving Letter of Credit; or (d) any other circumstances whatsoever in making or failing to make payment under any Revolving Letter of Credit, except that the Borrower shall have a claim against such Revolving Issuing Bank, and such Revolving Issuing Bank shall be liable to the Borrower, to the extent of any direct, but not consequential, damages suffered by the Borrower that the Borrower proves were caused by (i) such Revolving Issuing Bank's willful misconduct or gross negligence as determined in a final, non-appealable judgment by a court of competent jurisdiction in determining whether documents presented under any Revolving Letter of Credit comply with the terms of the Revolving Letter of Credit or (ii) such Revolving Issuing Bank's willful failure to make lawful payment under a Revolving Letter of Credit after the presentation to it of a draft and certificates strictly complying with the terms and conditions of the Revolving Letter of Credit. In furtherance and not in limitation of the foregoing, such Revolving Issuing Bank may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary and, in connection therewith, shall adhere to Uniform Customs and Practice for Documentary Credits as in effect as at the time of the issuance of the applicable Revolving Letter of Credit.

SECTION 9.10. Confidentiality. Neither any Agent nor any Lender Party shall disclose any Confidential Information to any Person without the consent of the Borrower, other than (a) to such Agent's or such Lender Party's Affiliates and their officers, directors, employees, trustees, agents and advisors and to actual or prospective Eligible Assignees and participants, and then only on a confidential basis, (b) as required by any law, rule or regulation or judicial process, (c) as requested or required by any state, Federal or foreign authority or examiner (including the National Association of Insurance Commissioners or any similar organization or quasi-regulatory authority) regulating such Lender Party, (d) to any rating agency when required by it, *provided* that, prior to any such disclosure, such rating agency shall undertake to preserve the confidentiality of any Confidential Information relating to the Loan Parties received by it from such Lender Party, (e) in connection with any litigation or proceeding to which such Agent or such Lender Party or any of its Affiliates may be a party or (f) in connection with the exercise of any right or remedy under this Agreement or any other Loan Document.

SECTION 9.11. Marshalling; Payments Set Aside. Neither any Agent nor any Lender Party shall be under any obligation to marshal any assets in favor of any Loan Party or any other Person or against or in payment of any or all of the Obligations. To the extent that any Loan Party makes a payment or payments to the Administrative Agent or the Lender Parties (or

to Administrative Agent, on behalf of the Lender Parties), or any Agent or Lender Party enforces any security interests or exercise its rights of setoff, and such payment or payments or the proceeds of such enforcement or setoff or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, any other state or federal law, common law or any equitable cause, then, to the extent of such recovery, the obligation or part thereof originally intended to be satisfied, and all Liens, rights and remedies therefor or related thereto, shall be revived and continued in full force and effect as if such payment or payments had not been made or such enforcement or setoff had not occurred.

SECTION 9.12. Patriot Act Notice. Each Lender Party and each Agent (for itself and not on behalf of any Lender Party) hereby notifies the Loan Parties that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of such Loan Party and other information that will allow such Lender Party or such Agent, as applicable, to identify such Loan Party in accordance with the Patriot Act. The Borrower shall, and shall cause each of its Subsidiaries to, provide such information and take such actions as are reasonably requested by any Agent or any Lender Party in order to assist the Agents and the Lender Parties in maintaining compliance with the Patriot Act.

SECTION 9.13. Jurisdiction, Etc.. (a) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any of the other Loan Documents to which it is a party, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York State court or, to the fullest extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Except as provided in Section 9.16, nothing in this Agreement shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Agreement or any of the other Loan Documents in the courts of any jurisdiction.

(b) Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any of the other Loan Documents to which it is a party in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

SECTION 9.14. Governing Law. This Agreement and the Notes shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 9.15. Waiver of Jury Trial. Each of the Borrower, the Agents and the Lender Parties irrevocably waives all right to trial by jury in any action, proceeding or

counterclaim (whether based on contract, tort or otherwise) arising out of or relating to any of the Loan Documents, the Loans, the Revolving Letters of Credit or the actions of any Agent or any Lender Party in the negotiation, administration, performance or enforcement thereof.

SECTION 9.16. Limitation on Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS: (A) NONE OF THE ADMINISTRATIVE AGENT, THE LENDER PARTIES OR ANY INDEMNIFIED PARTY SHALL BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THEIR RESPECTIVE ACTIVITIES RELATED TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, THE TRANSACTIONS CONTEMPLATED THEREBY, THE TERM B LOAN, THE REVOLVING CREDIT LOANS, THE REVOLVING LETTER OF CREDIT LOANS OR OTHERWISE IN CONNECTION WITH THE FOREGOING; (B) WITHOUT LIMITING THE FOREGOING, NONE OF THE ADMINISTRATIVE AGENT, THE LENDER PARTIES OR ANY INDEMNIFIED PARTY SHALL BE SUBJECT TO ANY EQUITABLE REMEDY OR RELIEF, INCLUDING SPECIFIC PERFORMANCE OR INJUNCTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED THEREBY; (C) NONE OF THE ADMINISTRATIVE AGENT, THE LENDER PARTIES OR ANY INDEMNIFIED PARTY SHALL HAVE ANY LIABILITY TO THE LOAN PARTIES, FOR DAMAGES OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED THEREBY UNTIL THE EFFECTIVE DATE HAS OCCURRED; AND (D) IN NO EVENT SHALL LENDERS' LIABILITY TO THE LOAN PARTIES FOR FAILURE TO FUND ANY REVOLVING CREDIT LOAN EXCEED ACTUAL DIRECT DAMAGES INCURRED BY THE LOAN PARTIES OF UP TO $20,000,000 IN THE AGGREGATE.

SECTION 9.17. Amendment and Restatement. Except as expressly set forth herein, it is the intention of each of the parties hereto that:

(a) this Agreement does not constitute a novation of the obligations and liabilities of the parties under the Original Credit Agreement or the other Loan Documents as in effect prior to the Restatement Date and that remain outstanding as of the Restatement Date;

(b) this Agreement (including all Exhibits and Schedules attached hereto) amends, restates, replaces and supersedes in its entirety the Original Credit Agreement (including all Exhibits and Schedules attached thereto) on the Restatement Date and the Original Credit Agreement (including all Exhibits and Schedules attached thereto) thereafter shall be of no further force and effect;

(c) this Agreement constitutes an amendment of the Original Credit Agreement made under and in accordance with the terms of Section 9.01 of the Original Credit Agreement and, in connection therewith, the amendments set forth herein shall be binding upon all of the parties to the Original Credit Agreement with the written consent of the Administrative Agent, the First Lien Collateral Agent and each Lender Party under the Original Credit Agreement immediately prior to giving effect to this Agreement on the Restatement Date;

(d) from and after the Restatement Date, all references to the "First Lien Credit Agreement" contained in the Loan Documents (including all exhibits, schedules, annexes and other attachments attached hereto) shall be deemed to refer to this Agreement and all references to any section (or subsection) of this Agreement in any other Loan Document shall be amended to become, *mutatis mutandis*, references to the corresponding provisions of this Agreement; and

(e) all Obligations (as modified by this Agreement on the Restatement Date) continue to be valid, enforceable and in full force and effect and not be impaired, in any respect, by the effectiveness of this Agreement.

SECTION 9.18. Acknowledgment and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any EEA Resolution Authority.

[***Remainder of Page Intentionally Left Blank***]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

NEW MACH GEN, LLC,
as Borrower

By _____
Name: John Chesser
Title: Chief Financial Officer

MACH GEN GP, LLC,
as Guarantor

By _____
Name: John Chesser
Title: Chief Financial Officer

MILLENNIUM POWER PARTNERS, L.P.,
as Guarantor

By _____
Name: John Chesser
Title: Chief Financial Officer

NEW ATHENS GENERATING COMPANY, LLC,
as Guarantor

By _____
Name: John Chesser
Title: Chief Financial Officer

NEW HARQUAHALA GENERATING COMPANY, LLC,
as Guarantor

By _____
Name: John Chesser
Title: Chief Financial Officer

CLMG CORP.,
as Administrative Agent

By _____
Name: James Erwin
Title: President

CLMG CORP.,
as First Lien Collateral Agent

By _____
Name: James Erwin
Title: President

BEAL BANK USA,
as Term B Lender

By _____
Name: Jacob Cherner
Title: Authorized Signatory

BEAL BANK USA,
as Initial Revolving Issuing Bank

By _____
Name: Jacob Cherner
Title: Authorized Signatory

BEAL BANK USA,
as Revolving Credit Lender

By _____
Name: Jacob Cherner
Title: Authorized Signatory

BEAL BANK, SSB
as Term B Lender

By _____
Name: Jacob Cherner
Title: Authorized Signatory

SCHEDULE I
TO
AMENDED AND RESTATED FIRST LIEN CREDIT AND GUARANTY AGREEMENT

COMMITMENTS AND LENDING OFFICES

Term B Lenders	**Term B Commitment**	**Lending Office**
Beal Bank USA	$287,589,294.13	Beal Bank USA 1970 Village Center Circle Suite 1 Las Vegas, NV 89134 Send all notices and communications to: Beal Bank USA c/o CLMG Corp. 7195 Dallas Parkway Plano, Texas 75024 Attention: James Erwin Fax: (469) 467-5550 E-mail: jerwin@clmgcorp.com
Beal Bank, SSB	$194,394,991.01	Beal Bank, SSB 6000 Legacy Drive Plano, Texas 75024 Send all notices and communications to: Beal Bank, SSB 6000 Legacy Drive Plano, Texas 75024 Attention: James Erwin Fax: (469) 467-5550 E-mail: jerwin@clmgcorp.com

Revolving Credit Lenders	**Revolving Credit Commitment**	**Lending Office**
Beal Bank USA	From Effective Date to Revolving Credit Reduction Date: $160,000,000	Beal Bank USA 1970 Village Center Circle Suite 1 Las Vegas, NV 89134 Send all notices and communications to: Beal Bank USA c/o CLMG Corp. 7195 Dallas Parkway Plano, Texas 75024 Attention: James Erwin Fax: (469) 467-5550 E-mail: jerwin@clmgcorp.com
	From and after Revolving Credit Reduction Date: $160,000,000	
Beal Bank, SSB	From Effective Date to Revolving Credit Reduction Date: $40,000,000	Beal Bank, SSB 6000 Legacy Drive Plano, Texas 75024 Send all notices and communications to: Beal Bank, SSB 6000 Legacy Drive Plano, Texas 75024 Attention: James Erwin Fax: (469) 467-5550 E-mail: jerwin@clmgcorp.com
	From and after Revolving Credit Reduction Date: $0	

Revolving Issuing Bank	**Revolving Letter of Credit Commitment**	**Lending Office**
Beal Bank USA	$50,000,000	Beal Bank USA 1970 Village Center Circle Suite 1 Las Vegas, NV 89134 Send all notices and communications to: Beal Bank USA c/o CLMG Corp. 7195 Dallas Parkway Plano, Texas 75024 Attention: James Erwin Fax: (469) 467-5550 E-mail: jerwin@clmgcorp.com

SCHEDULE 2.03(e)
TO
AMENDED AND RESTATED FIRST LIEN CREDIT AND GUARANTY AGREEMENT

EXISTING LETTERS OF CREDIT REFINANCED

Letter of Credit #	Issuing Bank	Beneficiary	Issuance/Renewal Date	Amount needed	Expiry Date	Reason for LC
IS0010612	Wells Fargo	ST. PAUL FIRE AND MARINE INSURANCE COMPANY	2/27/2014	300,000.00	12/31/2014	Secure OCIP outstanding claims for MACH Gen
SB-25457	Natixis	CONSOLIDATED EDISON ENERGY, INC.	2/20/2014	4,900,000.00	12/31/2014	Support of Energy Management Agreement and certain executed hedges for Millennium
SB-24428	Natixis	ISO NEW ENGLAND INC.	1/27/2014	150,000.00	1/23/2015	Trading authority for Millennium
IS0010615	Wells Fargo	NEW YORK STATE PUBLIC SERVICE COMMISSION	2/27/2014	7,000,000.00	12/31/2014	Decommissioning costs guarantee for Athens
SB-24946	Natixis	GREENE COUNTY INDUSTRIAL DEVELOPMENT AGENCY	9/13/2013	9,900,000.00	9/12/2014	Rent payments and PILOT for Athens
SB-25456	Natixis	CONSOLIDATED EDISON ENERGY, INC.	2/20/2014	10,000,000.00	12/31/2014	Support of Energy Management Agreement and certain executed hedges for Athens
IS0010633	Wells Fargo	IROQUOIS GAS TRANSMISSION SYSTEM, L.P.	2/18/2014	5,000,000.00	12/31/2014	Secure Firm Transport agreement for Athens
IS0010802	Wells Fargo	SOUTHERN CALIFORNIA EDISON COMPANY	9/30/2012	99,447.00	10/31/2014	Tax Indemnity with Hassayampa Agreement for Harquahala
IS0010815	Wells Fargo	TWIN EAGLE RESOURCE MANAGEMENT, LLC	11/15/2013	1,000,000.00	12/31/2014	Support of Energy Management Agreement and certain executed hedges for Harquahala

Letter of Credit #	Issuing Bank	Beneficiary	Issuance/Renewal Date	Amount needed	Expiry Date	Reason for LC
IS0010816	Wells Fargo	TOWN OF CHARLTON	2/27/2014	3,498,200.00	12/31/2014	Decommissioning costs guarantee for Millennium
IS0010814	Wells Fargo	ARIZONA PUBLIC SERVICE COMPANY	6/22/2013	120,086.00	6/22/2014	Tax Indemnity with Hassayampa Agreement for Harquahala
BBUSA-2013-03	Beal Bank USA	EL PASO NATURAL GAS COMPANY	2/26/2014	1,300,000.00	12/31/2014	Secure Firm Transport agreement for Harquahala
BBUSA-2012-1	Beal Bank USA	PUBLIC SERVICE COMPANY OF NEW MEXICO	2/26/2014	44,792.00	12/31/2014	Tax Indemnity with Hassayampa Agreement for Harquahala
BBUSA-2012-2	Beal Bank USA	EL PASO ELECTRIC COMPANY	9/30/2012	73,470.00	10/31/2014	Tax Indemnity with Hassayampa Agreement for Harquahala
BBUSA-2012-3	Beal Bank USA	DIRECTOR OF THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY, WATER QUALITY DIVISION	2/26/2014	300,127.00	12/31/2014	Decommission of Pond at Harquahala to put Water back to original state
			Total Outstanding	43,686,122.00		

SCHEDULE 3.01(a)(ii)(F)
TO
AMENDED AND RESTATED FIRST LIEN CREDIT AND GUARANTY AGREEMENT

FIRST LIEN CONSENTS AND AGREEMENTS

Commodity Hedge and Power Sale Agreements:

1. First Lien Consent and Agreement, dated as of April 28, 2014 and among Consolidated Edison Energy, Inc., CLMG CORP. (in its capacity as First Lien Collateral Agent) and New Athens Generating Company, LLC.

2. First Lien Consent and Agreement, dated as of April 28, 2014, by and among Consolidated Edison Energy, Inc., CLMG CORP. (in its capacity First Lien Collateral Agent) and Millennium Power Partners, L.P.

Other Material Project Contracts:

1. First Lien Consent and Agreement, dated as of April 28, 2014, by and among Siemens Energy, Inc. (formerly known as Siemens Power Generation, Inc.), CLMG Corp., in its capacity as First Lien Collateral Agent Millennium Partners, L.P., New Athens Generating Company, LLC, and New Harquahala Generating Company, LLC.

2. First Lien Consent and Agreement, dated as of April 28, 2014, by and among Competitive Power Ventures, Inc., CLMG Corp., in its capacity as First Lien Collateral Agent, Millennium Power Partners, L.P., New Athens Generating Company, LLC, New Harquahala Generating Company, LLC and New MACH Gen, LLC.

3. First Lien Consent Agreement, dated as of April 28, 2014, by and among NAES Corporation, CLMG Corp., in its capacity as First Lien Collateral Agent, Millennium Power Partners, L.P., New Athens Generating Company, LLC, and New Harquahala Generating Company, LLC.

4. First Lien Consent Agreement, dated as of April 28, 2014, by and among Southbridge Associates II LLC, CLMG Corp., in its capacity as First Lien Collateral Agent, Millennium Power Partners, L.P.

SCHEDULE 4.01(b)
TO
AMENDED AND RESTATED FIRST LIEN CREDIT AND GUARANTY AGREEMENT

LOAN PARTIES

New MACH Gen, LLC
1780 Hughes Landing, Suite 800
The Woodlands, TX 77380
Formation Jurisdiction: Delaware
Tax ID: 20-1306738

New Athens Generating Company, LLC
9300 US Highway 9W
Athens, NY 12015
Formation Jurisdiction: Delaware
Tax ID: 65-1230156

New Harquahala Generating Company, LLC
2530 491st Ave
Tonopah, AZ 85354
Formation Jurisdiction: Delaware
Tax ID: 65-1230092

Millennium Power Partners, L.P.
10 Sherwood Lane
Charlton, MA 01507
Formation Jurisdiction: Delaware
Tax ID: 52-1756688

MACH Gen GP, LLC
10 Sherwood Lane
Charlton, MA 01507
Formation Jurisdiction: Delaware
Tax ID: 20-1306738

SCHEDULE 4.01(c)
TO
AMENDED AND RESTATED FIRST LIEN CREDIT AND GUARANTY AGREEMENT

SUBSIDIARIES

New Athens Generating Company, LLC
Formation Jurisdiction: Delaware
Membership Interests: 100
% Membership Interests Held by Loan Parties: 100% by New MACH Gen, LLC

New Harquahala Generating Company, LLC
Formation Jurisdiction: Delaware
Membership Interests: 100
% Membership Interests Held by Loan Parties: 100% by New MACH Gen, LLC

Millennium Power Partners, L.P.
Formation Jurisdiction: Delaware
Partnership Interests: 100
% Partnership Interests Held by Loan Parties: 99.5% by MACH Gen GP, LLC
0.5% by New MACH Gen, LLC

MACH Gen GP, LLC
Formation Jurisdiction: Delaware
Membership Interests: 100
% Membership Interests Held by Loan Parties: 100% by New MACH Gen, LLC

Note: All members hold common units of membership interests or partnership interests, as the case may be.

SCHEDULE 4.01(e)
TO
AMENDED AND RESTATED FIRST LIEN CREDIT AND GUARANTY AGREEMENT

GOVERNMENTAL APPROVALS AND AUTHORIZATIONS

ATHENS

1. State of New York, Board on Electric Generation Siting and the Environment, Opinion and Order Granting Certificate of Environmental Compatibility and Public Need, Case 97-F-1563, issued June 15, 2000.

2. NYSDEC, Article 19 Air Pollution Control & PSD Permit, DEC Permit No.: 4-1922-00055/00001, issued June 12, 2000.

3. NYSDEC, Title V Air Permit, DEC #: 4-1922-00055/00005, issued July 1, 2016 and expires June 30, 2021.

4. NYSDEC, State Pollutant Discharge Elimination System (SPDES) Discharge Permit, SPDES Number NY-0261009, issued June 12, 2000. Permit No. 4-1922-0005/00001, amended July 1, 2015 and expires on June 31, 2020.

5. NYSDEC, Water Withdrawal Non-Public Permit, Permit No.: 4-1922-00055/00006, issued July 19, 2016 and expires June 30, 2025.

6. U.S. Army Corps of Engineers, Section 10/404 Permit, Permit No.: 1997-16040, issued May 25, 2001.

7. FERC, FPA Section 204 blanket approval for issuance of securities and assumption of liabilities.

8. FERC, FPA Section 205 market-based rates authorization.

9. FERC, certification by Athens of EWG status, as determined under 18 CFR Part 366 and as set forth in a FERC Order issued in 2003.

10. FCC Radio Station Authorization, FCC Registration No. 0010917367, call Sign WQFC610, grant date: June 16, 2006, effective date: June 16, 2006, expiration date: June 15, 2026.

11. FCC Radio Station Authorization, FCC Registration No. 0010917367, call Sign WPXH251, grant date: March 29, 2013, effective date: April 25, 2014, expiration date: April 2, 2023.

12. State of New York Public Service Commission (a) Order Providing for Lightened Regulation, Case 99-E-1629, issued July 12, 2000, (b) Order Authorizing Issuance of Debt, Case 01-E-0816, issued July 30, 2001, (c) Order Approving Transfer and

Providing for Lightened Regulation, Case 03-E-0516, issued September 17, 2003 (d) Order Clarifying Prior Order, Case 06-E-1223 and Case 01-E-0816, issued November 15, 2006 and (e) Declaratory Ruling on a Transfer Transaction, Case 16-E-0401, issued September 19, 2016.

HARQUAHALA

13. Arizona Corporation Commission Power Plant & Transmission Line Siting Committee, Certificate of Environmental Compatibility, approved June 13, 2000, amended November 3, 2000, amended January 8, 2003.

14. Maricopa County Air Quality District, Prevention of Significant Deterioration (PSD)/ Title V Permit # V99-015, obtained February 15, 2001, renewed December 27, 2011 and April 11, 2017, expires April 30, 2022.

15. Arizona Aquifer Protection Permit #P-104190, approved 7/8/2010 with no expiration.

16. Maricopa County Environmental Services Department Drinking Water Permit to Operate #DW-00330 [07518]), expiration 12/31/2018

17. Maricopa County Environmental Services Department Authorization to Discharge Under a General Aquifer Protection Permit #11261. Issued 3/25/2002, no expiration.

18. Maricopa County Planning and Development, Amendment of Comprehensive Plan Land Use Designation, approved August 9, 2000.

19. Maricopa County Planning and Development, Special Use Permit to Allow Power Plant in a Rural-43 District, #Z2000049, issued August 9, 2000, expires 40 years from date of approval.

20. FERC, FPA Section 204 blanket approval for issuance of securities and assumption of liabilities.

21. FERC, FPA Section 205 market-based rates authorization.

22. FERC, certification by Harquahala of EWG status, as determined under 18 CFR Part 366 and as set forth in a FERC Order issued in 2003.

23. FCC Radio Station Authorization, FCC Registration No. 0009404625, call Sign WPXJ490, grant date: April 16, 2003, effective Nov 06, 2003, expiration date: April 16, 2023. (Plant Radios).

24. FCC Radio Station Authorization FCC Registration No. 0021663364, call Sign WPVA462, grant date: April 17, 2012, effective date: June 6, 2022. (Plant Radios).

25. FCC Radio Station Authorization, FCC Registration No. 0021663364, call Sign WPVA463, grant date: April 17, 2012, effective date: April 17, 2012, expiration date: June 7, 2022. (Transmission Line/ Switchyard Microwave).

26. FCC Radio Station Authorization, FCC Registration No. 0021663364, call Sign WPVA496, grant date: April 17, 2012, effective date: April 17, 2012, expiration date: June 8, 2022. (Transmission Line/ Switchyard Microwave).

27. FCC Radio Station Authorization, FCC Registration No. 0021663364, call Sign WPVA893, grant date: April 17, 2012, effective date: April 17, 2012, expiration date: June 10, 2022. (Transmission Line/ Switchyard Microwave).

MILLENNIUM

28. MDEP Final 7.02 Air Quality Plan Approval, approved March 13, 2000, amended Final March 16, 2005, amended Final October 19, 2017.

29. MDEP Air (Title V) Operating Permit, issued March 25, 2005; Proposed Air (Title V) Operating Permit dated April 2, 2010 (application to renew has been filed with MDEP).

30. Southbridge Department of Public Works, Industrial User Discharge Permit No. 11, issued November 1, 1999, reissued October 28, 2004, reissued December 12, 2011, reissued February 2, 2017, expires February 1, 2022.

31. MADEP Water Withdrawal Permit #9P2-2-09-278.01, issued January 28, 1998, modified September 26, 2003, expires August 31, 2017 (application to extend has been filed with MADEP).

32. Massachusetts Energy Facilities Siting Board, Final Decision, issued November 3, 1997.

33. MADEP Final Massachusetts Budget Trading Program Emissions Control Plan Approval, approved December 9, 2008.

34. FERC, FPA Section 204 blanket approval for issuance of securities and assumption of liabilities.

35. FERC, FPA Section 205 market-based rates authorization.

36. FERC, certification by Millennium of EWG status, as determined under 18 CFR Part 366 and as set forth in a FERC Order issued in 2003.

37. FCC Radio Station Authorization, FCC Registration No. 0004679452, call Sign WPPB657, grant date: July 23, 2004, effective date: July 23, 2004, expiration date: October 7, 2024.

38. FCC Radio Station Authorization, FCC Registration No. 0004679452, call Sign WQCQ909, grant date: May 5, 2005, effective date: May 5, 2005, expiration date: May 5, 2025.

39. FCC Radio Station Authorization, FCC Registration No. 0004679452, call Sign WQAF336, grant date: May 3, 2004, effective date: May 3, 2004, expiration date: September 23, 2022.

SCHEDULE 4.01(o)
TO
AMENDED AND RESTATED FIRST LIEN CREDIT AND GUARANTY AGREEMENT

ENVIRONMENTAL DISCLOSURE

Part I – Non-compliance with Environmental Laws and Environmental Permits

None.

Part II – Properties on the NPL or CERCLIS or any analogous state or local list, or existence of Hazardous Materials on site in storage tanks, surface impoundments, septic tanks, pits, sumps or lagoons

ATHENS PROJECT
Indoor aboveground wastewater treatment tanks, including an ~8,000 gal. oil/water separator
Indoor concrete floor drains and wastewater treatment sump(s)
2 underground oil-water separators for stormwater discharge
1,500-gallon 50% sodium hydroxide solution AST
1,500-gallon caustic solution AST
2,500-gallon 37% to 42% ferric chloride solution AST
1,500-gallon caustic AST
500-gallon 94% sulfuric solution AST
A 4,000,000-gallon fuel oil AST (currently empty and closed with the State)
1,500-gallon 12% to 15% sodium hypochlorite solution AST
Three 9,100-gallon combustion turbine (CT) lube oil ASTs
Three 4,011-gallon steam turbine (ST) lube oil ASTs
Three 20,000-gallon 19% aqueous ammonia ASTs
A 500-gallon diesel AST
A 350-gallon diesel AST
Stormwater pond, which did contain rainwater mixed with propylene glycol (a non-hazardous substance that contribute to biological oxygen demand [BOD]) from a cooling system pipe leak.

MILLENNIUM PROJECT
Indoor concrete floor drains and wastewater sump(s)
An indoor underground oil-water separator for stormwater discharge
An empty 1,200,000-gallon No. 2 oil AST
A 20,300-gallon 19% aqueous ammonia AST
A 150-gallon aboveground oil/water separator (OWS)
A 6,500-gallon combustion turbine (CT) lube oil
A 1,000-gallon combustion turbine (CT) lube oil AST
A 4,700-gallon steam turbine (ST) lube oil AST
A 260-gallon lube oil AST
A 5,000-gallon sulfuric acid AST
A 4,400-gallon sodium hypochlorite AST
A 2,000-gallon water tower corrosion inhibitor AST

An 850-gallon water treatment AST
A 350-gallon diesel fuel AST

HARQUAHALA PROJECT
Zero liquid Discharge (ZLD) treatment tanks/vessels (above ground)
Indoor concrete floor drains and ZLD sump(s)
A 60,000 gallon 19% ammonium hydroxide AST
A 45,000 gallon Soda Ash AST
A 45,000 gallon hydrated lime AST
A 10,000 gallon magnesium chloride AST
3, 9,100 gallon lube oil ASTs
A 2,000 gallon and a 75 gallon sodium hypochlorite ASTs
2, 8,500 gallon, a 75 gallon and a 5,600 gallon 93% sulfuric acid ASTs
2, 8,500 gallon 12.5% sodium hypochlorite AST
3, 1,800 gallon oil reserve AST
3, 3,600 gallon lube oil ASTs
A 3,000 gallon ferric chloride AST
2, 1,550 scale/corrosion inhibitor ASTs
A 1,350 gallon and 2, 500 gallon diesel fuel ASTs
A 1,000 38% calcium chloride AST
A 385 gallon used oil AST
A 240 gallon gasoline AST
3, 100 gallon control oil ASTs
3, 200 gallon hydraulic oil ASTs
3, 1,880 gallon underground oil water separators
2, 625 gallon sodium hydroxide ASTs

Part III – Investigations of disposal of Hazardous Materials

None.

SCHEDULE 4.01(r)
TO
AMENDED AND RESTATED FIRST LIEN CREDIT AND GUARANTY AGREEMENT

OWNED REAL PROPERTY

MILLENNIUM PROJECT					
Tax ID	**Owner of Record**	**Address**	**Acreage**	**Recording Info**	**County/State**
62-A-2	Millennium Power Partners, L.P. 4/98	10 Sherwood Ln – Town of Charlton	70.81	Deed Book 19877, Pg 74	Worcester, MA
62-A-3	Millennium Power Partners, L.P. 4/98	Southbridge Rd – Town of Charlton	1.82	Deed Book 79877, Pg 85	Worcester, MA
62-A-5	Millennium Power Partners, L.P. 4/98	10 Sherwood Ln – Town of Charlton	1.33	Deed Book 19877, Pg 81	Worcester, MA
62-A-6.1	Millennium Power Partners, L.P.	Southbridge Rd – Town of Charlton	60.84	Deed Book 19877, Pg 65	Worcester, MA

ATHENS PROJECT					
Tax ID	**Owner of Record**	**Address**	**Acreage**	**Recording Info**	**County/State**
104.00-3-28.21	New Athens Generating Company, LLC	Town of Athens – Vacant Land	49.99	Deed Book 1145, Pg 71	Greene, NY
121.00-3-21.21	New Athens Generating Company, LLC	Rt 9W – Vacant Land *(small portion of plant sits on this parcel)*	45.65	Deed Book 1145, Pg 71	Greene, NY
139.00-4-23	New Athens Generating Company, LLC	331 Rte 385 – Mfg housing (Ballard)	7.98	Deed Book 1145, Pg 71	Greene, NY
139.00-3-57	New Athens Generating Company, LLC	94 Thorpe Rd – Family Residential (Sopris)	5.68	Deed Book 1145, Pg 71	Greene, NY
139.00-3-55	New Athens Generating Company, L.P.	10 Hidden Dr – Family Residential (Stone House)	2.99	Deed Book 1145, Pg 71	Greene, NY
121.00-3-19.2-1	New Athens Generating Company, LLC	9300 US RT 9W (Warehouse)	0	Improvement Ownership only	Greene, NY

HARQUAHALA PROJECT

Tax ID	Owner of Record	Address	Acreage	Recording Info	County/State
506-30-017-C	New Harquahala Generating Company, LLC	2530 N 491st Ave, Tonopah, AZ 85354 (plant site)	73.03	Instrument# 20080644818	Maricopa, AZ
506-30-017-D	New Harquahala Generating Company, LLC	No Address – Vacant Land (surrounding plant site)	539.09	Instrument# 20061522668	Maricopa, AZ
401-47-048	New Harquahala Generating Company, LLC	No Address – Vacant Land	80	Instrument# 20061522668	Maricopa, AZ
401-47-047	New Harquahala Generating Company, LLC	No Address – Vacant Land	80	Instrument# 20061522668	Maricopa, AZ
401-47-049	New Harquahala Generating Company, LLC	No Address – Vacant Land	80	Instrument# 20061522668	Maricopa, AZ

SCHEDULE 4.01(s)
TO
AMENDED AND RESTATED FIRST LIEN CREDIT AND GUARANTY AGREEMENT

LEASED REAL PROPERTY

ATHENS PROJECT
New Athens Generating Company, LLC
9300 US Highway 9W
Athens, NY 12015
County: Greene
Lessor: Greene County Industrial Development Agency
Lessee: New Athens Generating Company, LLC
Leased parcels are more particularly described in that certain Lease Agreement, dated December 1, 2001, amended and restated on May 1, 2003, by and between the Greene County Industrial Development Agency and Athens

MILLENNIUM PROJECT
Millennium Power Partners, L.P.
Dresser Hill Road (parcel of land off of this road)
Southbridge, Massachusetts 01550
County: Worcester
Lessor: Town of Southbridge
Lessee: Millennium Power Partners, L.P.
Leased parcels are more particularly described in that certain Lease Agreement, dated as of August 31, 1998, by and between the Town of Southbridge, Massachusetts and Millennium, as amended

SCHEDULE 4.01(t)
TO
AMENDED AND RESTATED FIRST LIEN CREDIT AND GUARANTY AGREEMENT

MATERIAL CONTRACTS

ATHENS PROJECT

- Niagara-Athens Interconnection Facility and Interconnection Facility Premises Lease, dated October 12, 2007, by and between Athens and Niagara Mohawk Power Corporation, expires December 30, 2023

- Interconnection Agreement, dated April 27, 2001, effective May 15, 2001, by and between Athens and Niagara Mohawk Power Corporation, expires March 1, 2031

- Special Protection System Engineering, Construction and Implementation Agreement, dated February 7, 2007, effective December 14, 2006, by and between Athens and Niagara Mohawk Power Corporation, d/b/a National Grid, amended and restated on December 21, 2012, effective June 31, 2014, expires June 31, 2024

- Interconnection Facilities Agreement, dated October 24, 2001, by and between Athens and Iroquois Gas Transmission System, LP, effective September 1, 2003, expires September 1, 2018

- Operations and Maintenance Agreement for the Athens Interconnection Facility, dated October 24, 2001, by and between Athens and Iroquois Gas Transmission System, LP

- Operational Balancing Agreement, dated October 24, 2001, by and between Athens and Iroquois Gas Transmission System, LP, effective January 7, 2003

- Second Amended and Restated Term Warranty Contract, effective as of July 25, 2016, by and between Siemens Energy, Inc. and Athens

- Lease Agreement, dated December 1, 2001, amended and restated on May 1, 2003, by and between the Greene County Industrial Development Agency and Athens, expires December 30, 2023

- Second Amended and Restated Operation and Maintenance Agreement between New Athens Generating Company, LLC and NAES Corporation dated as of January 1, 2013, as amended on March 1, 2015, extended on September 14, 2015, December 28, 2016, and December 22, 2017, expires December 31, 2018

- Payment in Lieu of Tax Agreement, dated as of May 1, 2003, by and between Greene County Industrial Development Agency and Athens, expires May 1, 2023

- PILOT Mortgage and Security Agreement, dated as of May 1, 2003, from Greene County Industrial Development Agency and Athens to Greene County Industrial Development Agency and recorded in Book 1710 at Page 281 in the Greene County Clerk's Office, Instrument No. 4289

- SPPA-T3000 Life Cycle Maintenance Program (LCMP), dated May 1, 2013, by and between Siemens Energy, Inc. and Athens, expires April 30, 2023

- Pipeline Crossing Agreement (No. NYC-038807), dated May 24, 2001, by and between CSX Transportation, Inc. and Athens Generating Company L.P., as amended by that Supplemental Agreement, dated February 14, 2002, expires May 31, 2024

- Wireline Crossing Agreement (No. NYC-039224), dated May 24, 2001, by and between CSX Transportation, Inc. and Athens Generating Company L.P., as amended by that Supplemental Agreement, dated February 14, 2002, expires May 31, 2024

- Power Sales and Energy Management Agreement, dated September 1, 2016, as amended on September 1, 2016, February 20, 2018, March 31, 2018, April 30, 2018 and May 31, 2018, by and between Talen Energy Marketing, LLC and Athens

MILLENNIUM PROJECT

- Interconnection Service Agreement, dated November 26, 1997, by and between Millennium and New England Power Company

- Service Agreement for Network Integration Transmission Service, effective February 1, 2002, by and between Millennium and New England Power Company

- Letter Agreement, dated November 6, 1997, by and between Millennium and Tennessee Gas Pipeline Company

- Balancing Agreement, dated March 15, 2000, by and between Millennium and Tennessee Gas Pipeline Company

- Second Amended and Restated Term Warranty Contract, effective as of July 25, 2016, by and between Siemens Energy, Inc. and Millennium

- Lease, dated as of August 31, 1998 by and between the Town of Southbridge, Massachusetts and Millennium, as amended

- Agreement, dated as of March 6, 1997, by and between Millennium and Town of Charlton, Massachusetts, expires July 1, 2021

- Decommissioning Agreement, dated November 25, 1997, by and between Millennium and Town of Charlton, Massachusetts, expires July 1, 2020

- Second Amended and Restated Operation and Maintenance Agreement between Millennium Power Partners, L.P. and NAES Corporation dated as of January 1, 2013, as amended on March 1, 2015, extended on September 14, 2015, December 28, 2016, and December 22, 2017, expires December 31, 2018

- Water Supply Agreement, dated January 5, 1998, by and between Millennium and the Town of Southbridge, MA, expires January 5, 2028

- Agreement, dated November 5, 1998, by and between Millennium and the Town of Southbridge, MA

- Amended and Restated Water Rights Agreement, dated January 24, 2014, by and between Millennium and Southbridge Associates II, LLC

- Water Withdrawal Registration Partial Transfer Agreement, dated June 5, 1997, by and between Millennium and American Optical Corporation (f/k/a American Optical Company)

- Water and Water Return Line Easement Agreement, dated January 29, 1999, by and between Millennium and Southbridge Associates Limited Partnership

- Water and Return Line Easement Agreement, dated February 25, 1998, by and between Millennium and Schott North America (f/k/a Schott Fiber Optic, Inc.), as amended by First Amendment to Water and Water Return Line Easement Agreement, dated as of February 19, 1999

- Market Participant Service Agreement, dated February 1, 2005, by and between Millennium and ISO New England Inc.

- Letter Agreement, dated September 1, 2011, by and between Millennium and Southbridge Associates II, LLC, with an additional Letter Agreement, dated September 24, 2013, by and between Millennium and Southbridge Associates II, LLC

- SPPA-T3000 Life Cycle Maintenance Program (LCMP), dated March 13, 2015, by and between Siemens Energy, Inc. and Millennium, expires December 31, 2024

- Power Sales and Energy Management Agreement, dated August 4, 2016, as amended on August 3, 2016, February 20, 2018, March 31, 2018, April 30, 2018 and May 31, 2018, by and between Talen Energy Marketing, LLC and Millennium

HARQUAHALA PROJECT

- Water Protection Agreement, dated July 11, 2000, by and between Harquahala, the Harquahala Valley Irrigation District and Harquahala Valley Power District

- ANPP Hassayampa Switchyard Interconnection Agreement, dated November 1, 2001, by and among various parties, including Salt River Project Agricultural Improvement and Power District and Harquahala

- Water Delivery Agreement, dated July 11, 2000, between Harquahala and the Harquahala Valley Irrigation District

- Letter Agreement, dated November 27, 2000, by and between Harquahala and El Paso Natural Gas Company

- Agreement for the Delivery of Excess Central Arizona Project Water, dated May 21, 2004, by and between Harquahala and the Central Arizona Water Conservation District

- Operational Balancing Agreement, dated February 28, 2003, between Harquahala and El Paso Natural Gas Company

- Amended and Restated Term Warranty Contract, by and between Siemens Energy, Inc. and Harquahala, effective as of September 28, 2017

- Second Amended and Restated Operation and Maintenance Agreement between New Harquahala Generating Company, LLC and NAES Corporation, effective as of January 1, 2014, as amended on March 1, 2015, extended on September 14, 2015, December 28, 2016, and December 22, 2017, expires December 31, 2018

- SPPA-T3000 Life Cycle Maintenance Program Proposal, dated August 21, 2013, for Harquahala by Siemens Energy, Inc., expires August 21, 2023, and related Purchase Orders, dated August 29, 2013

- Control Area Services Agreement, dated September 12, 2003, and Transmission Owner/Operator Services Agreement, dated May 5, 2008, in each case as extended pursuant to (a) the letter agreement dated April 11, 2011, (b) the letter agreement dated December 12, 2012, (c) the letter agreement dated October 29, 2013, (d) the letter agreement dated September 14, 2015, (e) the letter agreement dated December 29, 2016, (f) the letter agreement dated September 27, 2017, (g) the letter agreement dated January 30, 2018, (h) the letter agreement dated February 27, 2018, and (i) the letter agreement dated April 25, 2018, by and between Harquahala and Gridforce Energy Management, LLC (f/k/a Constellation Energy Control and Dispatch, LLC)

- License Agreement, dated February 13, 2001, by and between Harquahala and Southern California Edison Company

- Amended and Restated Southwest Reserve Sharing Group Participation Agreement, effective as of June 28, 2017, by and among various participants (including Harquahala)

- Reliability Coordinator Funding Agreement, dated July 30, 2015, between Peak Reliability, Inc. and Harquahala

- Energy Management Agreement, dated June 8, 2017 between Harquahala and EDF Energy Services, LLC

- ISDA Master Agreement, dated as of June 8, 2017 between EDF Energy Services, LLC and Harquahala, including all Schedules, Credit Support Annexes, and other supplements attached thereto.

- Guarantee, dated as of June 8, 2017, by EDF Trading Limited

SCHEDULE 5.01(d)
TO
AMENDED AND RESTATED FIRST LIEN CREDIT AND GUARANTY AGREEMENT

INSURANCE

Defined terms used in this Schedule 5.01(d) (the "Schedule") and not otherwise defined herein shall have the meanings set forth in the Amended and Restated First Lien Credit and Guaranty Agreement dated as of June 4, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among NEW MACH GEN, LLC, a Delaware limited liability company, as Borrower, the Guarantors, the Initial Lenders, the Initial Revolving Issuing Bank, CLMG Corp., as First Lien Collateral Agent, and CLMG Corp., as Administrative Agent.

1. The Borrower shall maintain, or cause to be maintained on its behalf and on behalf of its Subsidiaries, in effect at all times, the types of insurance set forth below, in form reasonably acceptable to the Administrative Agent and the First Lien Collateral Agent, with insurance carriers authorized to do business in the applicable states and rated "A- (size X)" or better by A.M. Best's Insurance Guide and Key Ratings (or an equivalent rating by another nationally recognized insurance rating agency of similar standing if A.M. Best's Insurance Guide and Key Ratings shall no longer be published), or insurance companies of similar size with a financial strength rating of "A" or better by S&P or other insurance companies of recognized responsibility satisfactory to the Administrative Agent and the First Lien Collateral Agent:

   a. Commercial general liability insurance for the Projects on an "occurrence" policy form or AEGIS or comparable claims-first-made form, including coverage for property damage and bodily injury for premises/operations, explosion, collapse and underground hazards, products/completed operations, broad form property damage, blanket contractual liability, independent contractors and personal injury, with primary coverage limits of no less than $1,000,000 for injuries or death to one or more persons or damage to property resulting from any one occurrence and a $2,000,000 annual aggregate limit. Deductibles in excess of $1,000,000 shall be subject to review and approval of the Administrative Agent and the First Lien Collateral Agent.

   b. Automobile liability insurance, including coverage for owned, non-owned and hired automobiles for both bodily injury and property damage and containing appropriate no-fault insurance provisions or other endorsements in accordance with state legal requirements, with limits of no less than $1,000,000 per accident with respect to bodily injury, property damage or death. Deductibles in excess of $250,000 shall be subject to review and approval of the Administrative Agent and the First Lien Collateral Agent.

c. If exposure exists, worker's compensation insurance on a guaranteed cost basis and employer's liability insurance, with a limit of not less than $1,000,000, disability benefits insurance and such other forms of insurance which the Borrower is required by law to provide for the Projects, providing statutory benefits, other states', USL&H and Jones Act endorsements (where exposure exists), covering loss resulting from injury, sickness, disability or death of the employees of Borrower. Deductibles in excess of $1,000,000 shall be subject to review and approval of the Administrative Agent and the First Lien Collateral Agent.

d. If exposure exists, aircraft/watercraft liability for all owned, hired, chartered or non-owned aircraft (fixed wing or rotary) and or/ watercraft liability with a limit of $50,000,000 each accident and hull physical damage cover with limits equivalent to the full value of the aircraft.

e. Umbrella / excess liability insurance of not less than $35,000,000 per occurrence and in the aggregate at all times, including sudden and accidental pollution shall be maintained at all times. Such coverages shall be on an occurrence policy form or AEGIS or comparable claims-first-made form and over and above coverages provided by the policies described in paragraphs (a), (b) and (c) above and shall not contain endorsements which restrict coverages as set forth in paragraphs (a), (b) and (c) above, and which are provided in the underlying policies.

f. "All risk" property insurance coverage for the Projects' insurable assets (including physical damage on the New Harquahala 500kV transmission line between the generating plant and the Hassayampa Switchyard) in the amount not less than full replacement cost or a blanket loss limit equal to the highest replacement cost values at any one location with no coinsurance penalty, with no deduction for depreciation and providing, without limitation: coverages against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, terrorism (with form acceptable to the Administrative Agent and the First Lien Collateral Agent), sabotage, malicious mischief, aircraft, vehicles, smoke, other risks from time to time included under "all risk" or "extended coverage" policies, earthquake, flood and named windstorm, each subject to a per occurrence and annual aggregate sublimit of $400,000,000; for all locations, collapse, sinkhole, subsidence and such other perils as Administrative Agent and the First Lien Collateral Agent, after consultation with the independent insurance consultant and the Borrower, may from time to time require to be insured.

g. Insurance that the Secured Parties and the Borrower may, from time to time, agree in writing to require with (i) a sublimit of not less than $10,000,000 (non-aggregated) for on-site clean-up and/or debris removal required as a result of the occurrence of an insured risk; (ii) off-site coverage with a per occurrence limit

of $10,000,000; (iii) transit coverage (including ocean cargo where ocean transit exposure exists) with a per occurrence limit of not less than $10,000,000 or such higher amount as to cover replacement cost of property at risk; (iv) expediting insurance in an amount not less than $10,000,000; and (v) machinery breakdown coverage on a "comprehensive" basis including breakdown and repair with limits not less than the full replacement cost of the insured objects. Property insurance coverage shall not contain an exclusion for freezing, mechanical breakdown or resultant damage caused by faulty workmanship, design or materials. The policy shall allow the Borrower the option to not repair, rebuild or replace damaged property following a covered loss, subject to policy conditions on valuation in the event that the Borrower does elect to not repair, rebuild or replace damaged property.

h. The policy/policies required in "f" above shall include a sublimit of not less than $10,000,000 for increased cost of construction coverage, debris removable, and building ordinance coverage to pay for loss of "undamaged" property which may be required to be replaced due to enforcement of local, state, or federal ordinances.

i. All such policies required in "f," "g" and "h" above may have deductibles of not greater than $5,000,000 for physical damage per occurrence all locations, except for earthquake, flood and named windstorm.

j. Pollution Legal Liability of not less than $2,000,000 per occurrence and in the aggregate including preexisting and new conditions for on-site and off-site cleanup, bodily injury and property damage. Such cover shall be in such form and with such deductibles as acceptable to the Administrative Agent and the First Lien Collateral Agent.

k. Such other or additional insurance (as to risks covered, policy amounts, policy provisions or otherwise) as, under Prudent Industry Practice, are from time to time insured against for property and facilities similar in nature, use and location to the Projects which the Administrative Agent or the First Lien Collateral Agent may reasonably require.

2. In the event any insurance (including the limits or deductibles thereof) hereby required to be maintained, other than insurance required by law to be maintained shall not be available or commercially feasible in the commercial insurance market, the Secured Parties shall not unreasonably withhold their agreement to waive such requirement to the extent the maintenance thereof is not so available; provided, however, that: (i) the Borrower shall first request any such waiver in writing ten (10) Business Days prior to the policy renewal, which request shall be accompanied by written reports prepared by the Borrower's insurance broker and the independent insurance consultant certifying that such insurance is not

reasonably available and commercially feasible in the commercial insurance market for electric generating plants of similar type and capacity (and, in any case where the required amount is not so available, certifying as to the maximum amount which is so available) and explaining in detail the basis for such conclusions, such insurance advisers and the form and substance of such reports to be reasonably acceptable to the Administrative Agent and the First Lien Collateral Agent; (ii) at any time after the granting of any such waiver, the Administrative Agent and the First Lien Collateral Agent may request, and the Borrower shall furnish to the Administrative Agent and the First Lien Collateral Agent within fifteen (15) days after such request, supplemental reports reasonably acceptable to the Administrative Agent and the First Lien Collateral Agent from such insurance advisers updating their prior reports and reaffirming such conclusion; and (iii) any such waiver shall be effective only so long as such insurance shall not be available and commercially feasible in the commercial insurance market, it being understood that the failure of the Borrower to timely furnish any such supplemental report shall be conclusive evidence that such waiver is no longer effective because such condition no longer exists, but that such failure is not the only way to establish such non-existence.

3. Endorsements. Policies issued pursuant hereto shall contain the following or equivalent unless waived by Administrative Agent and the First Lien Collateral Agent with the consent of the Secured Parties in accordance with the Credit Agreement. All policies of liability insurance required to be maintained shall be endorsed as follows: (i) to name the Borrower or the Guarantors, as applicable, and its respective officers and employees as named insureds, and to name the Administrative Agent, the First Lien Collateral Agent and the Secured Parties and their respective officers and employees as additional insureds; (ii) to provide a severability of interests and cross liability clause; and (iii) to provide that the insurance shall be primary and not excess to or contributing with any insurance or self-insurance maintained by the Secured Parties.

4. Waiver of Subrogation. The Borrower and each of its Subsidiaries hereby waives any and every claim for recovery from the Secured Parties, the Administrative Agent and the First Lien Collateral Agent for any and all loss or damage covered by any of the insurance policies to be maintained under the Loan Documents to the extent that such loss or damage is recovered under any such policy. Inasmuch as the foregoing waiver will preclude the assignment of any such claim to the extent of such recovery, by subrogation (or otherwise), to an insurance company (or other Person), the Borrower shall give written notice of the terms of such waiver to each insurance company which has issued, or which may issue in the future, any such policy of insurance (if such notice is required by the insurance policy) and shall cause each such insurance policy to be properly endorsed by the issuer thereof to, or to otherwise contain one or more provisions that, prevent the invalidation of the insurance coverage provided thereby by reason of such waiver.

Insurer to provide that there shall be no recourse against any Secured Party for payment of premiums or other amounts with respect thereto.

5. Additional Provisions.

a. Loss Notification: The Borrower shall promptly notify the Administrative Agent and the First Lien Collateral Agent of any Casualty Event likely to give rise to a claim under the physical damage insurance policy for an amount in excess of $5,000,000.

b. Payment of Loss Proceeds: The all-risk, property, machinery, marine cargo, transit, physical damage and other applicable first party insurance policies shall include a standard lender's 438 BFU loss payable endorsement (or other acceptable endorsement) in favor of the First Lien Collateral Agent and shall name the First Lien Collateral Agent as sole loss payee.

c. The loss payable endorsement described in the previous paragraph shall contain non-vitiation language reasonably acceptable to the Administrative Agent and the First Lien Collateral Agent which shall provide that in the event that any of the Loan Parties performs a vitiating act that might otherwise void coverage, the coverage will remain in full force and effect for the benefit of the Secured Parties.

d. Loss Adjustment and Settlement: A loss under any of the first party policies (including property and machinery) shall be adjusted with the insurance companies, including the filing in a timely manner of appropriate proceedings, by the Borrower, subject to the approval of the Administrative Agent and the First Lien Collateral Agent, which shall be not unreasonably withheld or delayed, for any claims incurred above an annual cumulative claim amount of $5,000,000. In addition, the Borrower may in its reasonable judgment consent to the settlement of any loss, provided that in the event that the amount of the loss exceeds $5,000,000 the terms of such settlement are approved by the Administrative Agent and the First Lien Collateral Agent (which approval shall not be unreasonably withheld or delayed).

e. In the event that any Loan Party fails to respond in a timely and appropriate manner (as reasonably determined by the Administrative Agent and the First Lien Collateral Agent) to take any steps necessary or reasonably requested by the Administrative Agent or the First Lien Collateral Agent to collect from any insurers for any loss covered by any insurance required to be maintained by this Schedule, the Administrative Agent and the First Lien Collateral Agent shall have the right to make all proofs of loss, adjust all claims and/or receive all or any part of the proceeds of the foregoing insurance policies, either in its own name or the name of the Borrower; provided, however, that such

Loan Party shall, upon the Administrative Agent's or the First Lien Collateral Agent's request and at such Loan Party's own cost and expense, make all proofs of loss and take all other steps necessary or reasonably requested by the Administrative Agent or the First Lien Collateral Agent, as the case may be, to collect from insurers for any loss covered by any insurance required to be obtained by this Schedule.

f. Policy Cancellation and Change: All policies of insurance required to be maintained pursuant to this Schedule shall be endorsed so that if at any time they should be canceled, or coverage be materially reduced, such cancellation or reduction shall not be effective as to the Secured Parties for forty-five (45) days, except for non-payment of premium which shall be for ten (10) days, after receipt by the Administrative Agent and the First Lien Collateral Agent of written notice from such insurer (or the Borrower's insurance broker) of such cancellation or reduction. Such policy provisions shall also provide that in the event the Borrower fails to pay the premium, the First Lien Collateral Agent and the Administrative Agent shall have the right (but not the obligation) to pay the premium and continue coverage. Suspension of coverage for machinery breakdown for specific equipment due to the insurers exercising a suspension clause will be immediate but the Borrower or its insurance broker shall provide immediate written notification as soon as coverage is suspended.

g. Miscellaneous Policy Provisions: The all-risk, property and machinery insurance policies shall (A) not include any annual or term aggregate limits of liability or clause requiring the payment of an additional premium to reinstate the limits after loss except as regards the insurance applicable to the perils of flood, earth movement, named windstorm, and (subject to agreement with the Administrative Agent and the First Lien Collateral Agent) sabotage and terrorism, (B) include the Administrative Agent and the First Lien Collateral Agent as additional insured on behalf of the Secured Parties in all policies (where permitted by applicable law), and (C) include a clause requiring the insurer to make final payment on any claim within ninety (90) days after the submission of final proof of loss and its acceptance by the insurer.

6. Separation of Interests: All liability policies shall insure the interests of the Secured Parties regardless of any breach or violation by the Loan Parties, or any other Person of warranties, declarations or conditions contained in such policies, or any action or inaction of the Loan Parties. This provision may be satisfied with a policy endorsement acceptable to the Administrative Agent and the First Lien Collateral Agent with the advice of their independent insurance consultant.

7. Reinstatement or Replacement of Limits: In the event that the insurance policies for this transaction are also insuring other assets that are not part of this transaction, in the event that limits or sub limits (including any aggregated limits

or sub limits) are eroded due to losses at other locations, the Loan Parties shall immediately have the limits or sub limits reinstated or replaced for the benefit of the assets in this transaction.

8. Evidence of Insurance. On the Effective Date of the Original Credit Agreement and on an annual basis within 15 days of each policy anniversary, the Borrower shall furnish the Administrative Agent and First Lien Collateral Agent with (i) certification of all required insurance marked "premium paid" or accompanied by other evidence of payment reasonably satisfactory to the Administrative Agent and the First Lien Collateral Agent and (ii) a schedule of the insurance policies held by or for the benefit of the Loan Parties and required to be in force by the provisions of this Schedule. Such certification shall be executed by each insurer or by an authorized representative of each insurer where it is not practical for such insurer to execute the certificate itself. Such certification shall identify carriers, the type of insurance, the insurance limits and the policy term and shall specifically list the special provisions enumerated for such insurance required by this Schedule. The schedule of insurance shall include the name of the insurance company, policy number, type of insurance, major limits of liability and expiration date of the insurance policies. Upon reasonable prior written request, the Borrower and each of the Guarantors will (i) permit the Administrative Agent and the First Lien Collateral Agent to inspect copies of all insurance policies at the office of the Borrower or the Guarantors during normal business hours and (ii) furnish the Administrative Agent and the First Lien Collateral Agent with copies of all binders and cover notes or other evidence of such insurance relating to the insurance required to be maintained hereunder, provided that after the occurrence of any Default or any Event of Default, upon request, the Borrower will furnish the Administrative Agent and the First Lien Collateral Agent with copies of the insurance policies relating to the Projects.

9. Reports. Concurrently with the furnishing of the certification referred to in Paragraph 8 above, the Borrower shall furnish the Administrative Agent and the First Lien Collateral Agent with a letter from its insurance broker, signed by an officer of the insurance broker, stating that in the opinion of the insurance broker, the insurance then carried or to be renewed is in accordance with the terms of this Schedule. Such report shall not be subject to any non-customary qualification with respect to the scope of review or the information made available.

10. Failure to Maintain Insurance. In the event the Borrower fails to maintain, or fails to cause to be maintained the full insurance coverage required by this Schedule, the Administrative Agent or the First Lien Collateral Agent, upon thirty (30) days' prior notice (unless the aforementioned insurance would lapse within such period, in which event notice should be given as soon as reasonably possible) to the Borrower of any such failure, may (but shall not be obligated to) take out the required policies of insurance and pay the premiums on the same. All amounts so

advanced therefore by the Administrative Agent or the First Lien Collateral Agent shall become an additional Obligation of the Borrower, and the Borrower shall forthwith pay such amounts to the Administrative Agent, together with Default Interest thereon from the date so advanced until fully paid.

11. No Duty of First Lien Collateral Agent to Verify or Review. No provision of this Schedule or any provision of any Loan Document shall impose on the Administrative Agent, the First Lien Collateral Agent or any Secured Party any duty or obligation to verify the existence or adequacy of the insurance coverage maintained pursuant to this Schedule, nor shall the Administrative Agent, the First Lien Collateral Agent or any Secured Party be responsible for any representations or warranties made by or on behalf of the Borrower to any insurance company or underwriter. Any failure on the part of the Administrative Agent, the First Lien Collateral Agent or any Secured Party to pursue or obtain the evidence of insurance required by this Agreement and/or failure of the Administrative Agent, the First Lien Collateral Agent or any Secured Party to point out any non-compliance of such evidence of insurance shall not constitute a waiver of any of the insurance requirements in this Agreement.

12. Foreclosure. In the event of a foreclosure of any of the Projects under any Loan Document or other transfer of a title to any of the Projects in extinguishment in whole or in part of the Obligations, all right, title and interest of the Loan Party in and to the insurance policies then in force concerning such Project and all proceeds payable thereunder shall thereupon vest in the Administrative Agent or the purchaser at such foreclosure or other transferee in the event of such other transfer of title.

13. Notice of Injurious Exposure to Conditions. It is agreed that failure of any agent, servant, or employee of the insured other than the owner, partner of any partnership, or an officer of the insured to notify the company of any occurrence of which he has knowledge shall not invalidate the insurance afforded by this policy as respects the named insured and additional insureds.

14. No Coinsurance. All insurance coverage shall be on a "no coinsurance or self-insurance/replacement cost" basis and in such form (including the form of the loss payable clauses) as shall be acceptable to Administrative Agent and the First Lien Collateral Agent (which acceptance shall not be unreasonably withheld).

15. Claims Made Forms. In the event that any policy is written on a "claims-made" basis and such policy is not renewed or the retroactive date of such policy is to be changed, the Borrower shall obtain for each such policy or policies the broadest basic and supplemental extended reporting period coverage ("tail" coverage) or prior acts coverage ("nose" coverage) as is reasonably available in the commercial insurance market for each such policy or policies and shall provide

Administrative Agent and the First Lien Collateral Agent with proof that such extended reporting period coverage or prior acts coverage has been obtained.

Exhibit B
to the
Restructuring Support Agreement

JOINT PREPACKAGED PLAN OF REORGANIZATION

See Exhibit A to Disclosure Statement

Exhibit C
to the
Restructuring Support Agreement

EMERGENCY LOAN AMENDMENT

EMERGENCY LOAN AMENDMENT TO
AMENDED AND RESTATED FIRST LIEN CREDIT AND GUARANTY AGREEMENT

This EMERGENCY LOAN AMENDMENT TO AMENDED AND RESTATED FIRST LIEN CREDIT AND GUARANTY AGREEMENT (this "***Amendment***"), dated as of [●], 2018, among NEW MACH GEN, LLC, as the borrower (the "***Borrower***"), MACH GEN GP, LLC, NEW ATHENS GENERATING COMPANY, LLC, NEW HARQUAHALA GENERATING COMPANY, LLC, and MILLENNIUM POWER PARTNERS, L.P., as guarantors (collectively, the "**Guarantors**"), CLMG CORP., in its capacity as Administrative Agent and in its capacity as First Lien Collateral Agent, BEAL BANK USA and BEAL BANK, SSB, as Lenders, and BEAL BANK USA, in its capacity as Revolving Issuing Bank.

PRELIMINARY STATEMENTS

WHEREAS, reference is made to that certain Amended and Restated First Lien Credit and Guaranty Agreement, dated as of June 4, 2018 (as it may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), among the Borrower, the Guarantors, the Lenders, the Revolving Issuing Bank, the Administrative Agent and the First Lien Collateral Agent; and

WHEREAS, the Borrower, the Guarantors, the Consenting Lenders (as defined in the Restructuring Support Agreement) and certain holders of the equity interests in the Borrower have entered into that certain Restructuring Support Agreement, dated as of June 4, 2018 (as it may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "***Restructuring Support Agreement***"), pursuant to which it is contemplated that the Borrower and the Guarantors will file for prepackaged bankruptcy under chapter 11 of title 11 of the United States Code, and the Borrower and Beal Bank USA are co-proponents of the prepackaged plan of reorganization of such debtors (the "***New Restructuring***"); and

WHEREAS, in order to facilitate the New Restructuring and to provide the Borrower with short-term liquidity in advance of the implementation of the New Restructuring, the parties to this Amendment have agreed to amend the Credit Agreement by way of the provision of an emergency term loan, as more particularly set forth below.

NOW, THEREFORE, in consideration of the promises set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.01. Definitions; Principles of Interpretation. Unless the context shall otherwise require or unless otherwise defined in this Amendment, capitalized terms used in this

Amendment shall have the respective meanings specified in the Credit Agreement and the principles of interpretation set forth in the Credit Agreement shall apply to this Amendment.

ARTICLE II
AMENDMENTS TO CREDIT AGREEMENT

SECTION 2.01. Amendments to Section 1.01. Section 1.01 (*Certain Defined Terms*) of the Credit Agreement is hereby amended by:

(a) amending and restating the following definitions in their entirety as follows:

"***Appropriate Lender***" means, at any time, with respect to (a) any of the Term B Facility or the Revolving Credit Facility, a Lender that has a Commitment with respect to such Facility at such time, (b) with respect to the Revolving Letter of Credit Facility, the Revolving Issuing Bank and each Revolving Credit Lender and (c) with respect to the Emergency Loan Facility, each Emergency Lender.

"***Borrowing***" means a Term B Borrowing, a Revolving Credit Borrowing, a Revolving Letter of Credit Borrowing or an Emergency Loan Borrowing, as the context may require.

"***Commitment***" means a Term B Commitment, a Revolving Credit Commitment, a Revolving Letter of Credit Commitment or an Emergency Commitment, as the context may require and "Commitments" means, collectively, the Term B Commitment, the Revolving Credit Commitment, the Revolving Letter of Credit Commitment and the Emergency Commitment.

"***Facility***" means the Term B Facility, the Revolving Credit Facility, the Revolving Letter of Credit Facility and the Emergency Loan Facility, as the context may require, and "***Facilities***" means collectively, the Term B Facility, the Revolving Credit Facility, the Revolving Letter of Credit Facility and the Emergency Loan Facility.

"***Interest Payment Date***" means, with respect to any Loan, the last day of each March, June, September and December; *provided*, that, in addition to the foregoing, in each case, each of (w) the date upon which the Loan has been paid in full, or has been prepaid in full or in part pursuant to **Error! Reference source not found.**, (x) with respect to the Term B Loans, the Term B Maturity Date, (y) with respect to the Emergency Loans, the Emergency Loan Maturity Date and (z) the Revolving Credit Termination Date shall be deemed to be an "Interest Payment Date" with respect to any interest that has then accrued under this Agreement.

"***Interest Period***" means, for each Loan, the period commencing on the date of such Loan, and, thereafter, each subsequent period commencing on the day

following the last day of the immediately preceding Interest Period, and ending on the last day of the period determined pursuant to the provisions below.

(a) Interest Periods commencing on the same date shall be of the same duration;

(b) the initial Interest Period for any Term B Loan shall end on the Interest Payment Date occurring in December in the calendar year in which such Loan is made and the initial Interest Period for any Revolving Credit Loan or Emergency Loan shall end on the one-year anniversary of such Revolving Credit Loan or Emergency Loan;

(c) whenever the last day of any Interest Period would otherwise occur on a day other than a Business Day, the last day of such Interest Period shall be extended to occur on the next succeeding Business Day; provided, however, that, if such extension would cause the last day of such Interest Period to occur in the next following calendar month, the last day of such Interest Period shall occur on the next preceding Business Day;

(d) (i) no Interest Period for a Term B Loan may end later than the Term B Maturity Date, (ii) no Interest Period for a Revolving Credit Loan or Revolving Letter of Credit Loan may end later than the Revolving Credit Termination Date and (iii) no Interest Period for an Emergency Loan may end later than the Emergency Loan Maturity Date; and

(e) whenever the first day of any Interest Period occurs on a day of an initial calendar month for which there is no numerically corresponding day in the calendar month that succeeds such initial calendar month by the number of months equal to the number of months in such Interest Period, such Interest Period shall end on the last Business Day of such succeeding calendar month.

"***Loan***" means a Term B Loan, a Revolving Credit Loan, a Revolving Letter of Credit Loan or an Emergency Loan, as the context may require, and "***Loans***" means collectively the Term B Loans, the Revolving Credit Loans, the Revolving Letter of Credit Loans and the Emergency Loans.

"***Note***" means a Term B Note, a Revolving Credit Note or an Emergency Loan Note, as the context may require, and "***Notes***" means all of the Term B Notes, the Revolving Credit Notes and the Emergency Loan Notes.

"***Required Lenders***" means, at any time, Lenders owed or holding more than 50% of the sum of (without duplication) (a) the aggregate principal amount of the Loans outstanding at such time, *plus* (b) the aggregate Available Amount of all Revolving Letters of Credit outstanding at such time, *plus* (c) the aggregate Unused Revolving Credit Commitments at such time, *plus* (d) the aggregate Unused Emergency Commitments at such time.

(b) inserting the following new definitions, in each case in the correct place alphabetically:

"***Emergency Commitment***" means, (a) with respect to any Emergency Lender at any time, the amount set forth opposite its name on Schedule I hereto under the caption "Emergency Commitment" or, (b) with respect to any Emergency Lender that has entered into one or more Assignment and Acceptances, the amount set forth for such Emergency Lender in the Register maintained by the Administrative Agent pursuant to Section 9.07(e) as such Emergency Lender's "Emergency Commitment".

"***Emergency Lender***" means any Lender that has an Emergency Commitment or holds an Emergency Loan.

"***Emergency Loan***" has the meaning specified in Section 2.01(d).

"***Emergency Loan Borrowing***" means a borrowing consisting of an Emergency Loan made by the Emergency Lenders on the date of funding of the Emergency Loan.

"***Emergency Loan Facility***" means, at any time, the aggregate amount of the Emergency Lenders' Emergency Commitments at such time.

"***Emergency Loan Maturity Date***" means the date falling 10 Business Days following the initial funding of the Emergency Loans.

"***Emergency Loan Note***" means a promissory note of the Borrower payable to the order of any Emergency Lender, in substantially the form of Exhibit A-3 hereto, evidencing the indebtedness of the Borrower to such Emergency Lender in respect of each Emergency Loan, as amended.

"***First Amendment Effective Date***" means [●], 2018.

"***Unused Emergency Commitment***" means, with respect to any Emergency Lender at any time, such Lender's Emergency Commitment at such time *minus* the aggregate principal amount of all Emergency Loans made by such Lender (in its capacity as an Emergency Lender) and outstanding at such time.

(c) replacing clause (b) in the definition of "Applicable Margin" with the following:

(b) for the period from and after October 1, 2017, either

(I) if the Deferred Payment Date occurs other than as a result of the occurrence of the New Restructuring Effective Date, (i) with respect to the Term B Facility and the Emergency Loan

Facility, 5.50% *per annum* and (ii) with respect to the Revolving Credit Facility, 4.25% *per annum*; or

(II) if the Deferred Payment Date occurs as a result of the occurrence of the New Restructuring Effective Date, (i) with respect to the Term B Facility and the Emergency Loan Facility, 2.50% *per annum* and (ii) with respect to the Revolving Credit Facility, 2.50% *per annum*.

SECTION 2.02. Amendments to Section 2.01. Section 2.01 (*The Loans and the Letters of Credit*) of the Credit Agreement is hereby amended by adding the following new paragraph as Section 2.01(d):

The Emergency Loan. Each Lender severally agrees, on the terms and conditions hereinafter set forth, to make one or more advances (each, an "***Emergency Loan***") to the Borrower from time to time on any Business Day during the period from the First Amendment Effective Date until the Business Day immediately preceding the Emergency Loan Maturity Date, in an amount in Dollars not exceeding such Lender's Unused Emergency Commitment at such time. Each Emergency Borrowing shall be in an aggregate amount equal to the lesser of (i) $1,000,000 or an integral multiple of $100,000 in excess thereof or (ii) the aggregate Unused Emergency Commitment at such time and, in each case, shall consist of Emergency Loans made simultaneously by the Emergency Lenders ratably according to their Emergency Commitments. The Emergency Loan shall rank *pari passu* in payment and security with all other Loans hereunder and benefit from the Liens created by the First Lien Collateral Documents on a *pari passu* basis. If the Emergency Loan is repaid or prepaid it may not be reborrowed. The Emergency Loan shall be subject to the same terms as all Term B Loans, except as otherwise expressly set forth in this Agreement.

SECTION 2.03. Amendments to Section 2.02. Section 2.02 (*Making the Loans*) of the Credit Agreement is hereby amended by adding the following text to the end of clause (b) thereof:

Each Emergency Loan Borrowing shall be made following the issuance of a Notice of Borrowing, given not later than 11:00 A.M. (New York City time) on the third Business Day prior to the date of the proposed Emergency Loan Borrowing, by the Borrower to the Administrative Agent, which shall give to each Appropriate Lender prompt notice thereof by telecopier or electronic communication. Such Notice of Borrowing shall be by electronic communication, in substantially the form of Exhibit B-1 hereto (with such modifications as reasonably necessary to reflect an Emergency Loan Borrowing), specifying therein the requested (i) date of such Emergency Loan Borrowing, and (ii) aggregate amount of such Emergency Loan Borrowing. Each Emergency Lender shall, before 11:00 A.M. (New York City time) on the date of such

Emergency Loan Borrowing, make available for the account of its Lending Office to the Administrative Agent at the Administrative Agent's Account, in same day funds, its *pro rata* share of the amount of such Emergency Loan Borrowing. After the Administrative Agent's receipt of such funds and upon fulfillment of the applicable conditions set forth in Article III, the Administrative Agent will make such funds available to the Borrower, by book entries or by means of one or more wire transfers to the Operating Account (as applicable), for application by the Borrower in accordance with Section 2.14(b).

SECTION 2.04. Amendments to Section 2.04. Section 2.04 (*Repayment of Loans*) of the Credit Agreement is hereby amended by adding the following new paragraph as Section 2.04(d):

Emergency Loan. The Borrower shall repay to the Administrative Agent for the ratable account of the Emergency Lenders on the Emergency Loan Maturity Date (i) the aggregate principal amount of the Emergency Loans then outstanding, and (ii) any interest, fees, costs or expenses in respect of, or relating to, the Emergency Loans.

SECTION 2.05. Amendments to Section 2.06.

(a) Section 2.06(a) (*Prepayments*) of the Credit Agreement is hereby amended and restated in its entirety as follows:

Optional. The Borrower may, upon at least three Business Days' notice (or, in respect of the Emergency Loans only, one Business Day's notice) to the Administrative Agent stating the proposed date and aggregate principal amount of the prepayment, and if such notice is given the Borrower shall, prepay the outstanding aggregate principal amount of the Loans in whole or (save with respect to the Emergency Loans, which may only be prepaid in whole) ratably in part, together with accrued interest to the date of such prepayment on the aggregate principal amount prepaid and the applicable Yield Maintenance Fee (if any; it being understood and agreed that no Yield Maintenance Fee will be applicable with respect to (A) prepayments of the Emergency Loans or (B) prepayments of the Revolving Credit Loans or Revolving Letter of Credit Loans that do not result in a permanent reduction of the Revolving Credit Commitments); provided, however, that (i) each partial prepayment shall be in an aggregate principal amount of $2,500,000 or an integral multiple of $500,000 in excess thereof and (ii) if any prepayment of a Loan is made on a date other than the last day of an Interest Period for such Loan, the Borrower shall also pay any amounts owing pursuant to Section 9.04(c). Each such prepayment of the Term B Loans shall be applied to scheduled principal payments of the Term B Loans in inverse order of maturity, including the principal amount due on the Term B Maturity Date.

(b) Section 2.06 (*Prepayments*) of the Credit Agreement is hereby amended by adding the following new paragraph as Section 2.06(b)(vi):

> Any and all amounts consisting directly or indirectly of the proceeds of an Emergency Loan shall not be counted for the purpose of calculating the Cash Sweep Percentage.

SECTION 2.06. Amendments to Section 2.14. Section 2.14 (*Use of Proceeds*) of the Credit Agreement is hereby amended by adding the following new paragraph as Section 2.14(c):

> The Emergency Loans shall be available (and the Borrower agrees that it shall use the Emergency Loans) solely to fund O&M Costs in order for the Borrower and the Guarantors to continue to operate the Projects pending the initiation of the New Restructuring.

SECTION 2.07. Amendments to Section 2.15. Section 2.15(a) (*Evidence of Debt*) of the Credit Agreement is hereby amended and restated in its entirety as follows:

> Evidence of Debt. (a) Each Lender Party shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender Party resulting from each Loan owing to such Lender Party from time to time, including the amounts of principal and interest payable and paid to such Lender Party from time to time hereunder. The Borrower agrees that upon notice by any Lender Party to the Borrower (with a copy of such notice to the Administrative Agent) to the effect that a promissory note or other evidence of indebtedness is required or appropriate in order for such Lender Party to evidence (whether for purposes of pledge, enforcement or otherwise) the Loans owing to, or to be made by, such Lender Party, the Borrower shall promptly execute and deliver to such Lender Party, with a copy to the Administrative Agent, a Revolving Credit Note, a Term B Note and an Emergency Loan Note, as applicable, in substantially the form of Exhibits A-1, A-2 and A-3 hereto, respectively, payable to the order of such Lender Party in a principal amount equal to the Revolving Credit Commitment, Term B Loans and the Emergency Commitment, respectively, of such Lender Party. All references to Notes in the Loan Documents shall mean Notes, if any, to the extent issued hereunder.

SECTION 2.08. Amendments to Section 3.02. Section 3.02 (*Conditions Precedent to Each Borrowing and Issuance*) of the Credit Agreement is hereby amended by replacing clause (a) thereof with the following:

> (a) the representations and warranties contained in each Loan Document are true and correct in all material respects on and as of such date, before and after giving effect to such Borrowing or other extension of credit and to the application of the proceeds

therefrom, as though made on and as of such date, except (i) for the representation and warranty set forth in Section 4.01(m) of the Credit Agreement, (ii) to the extent that any failure of the representation and warranty set forth in Section 4.01(m) of the Credit Agreement to be true and correct on and as of such date, or the underlying facts, circumstances, events, developments, conditions, occurrences or effects giving rise to such failure, may be deemed to constitute a Material Adverse Change, the representation and warranty set forth in Section 4.01(h)(ii) of the Credit Agreement and (iii) to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date); and

SECTION 2.09. Amendments to Section 5.01. Section 5.01 (*Covenants*) of the Credit Agreement is hereby amended by adding the following new paragraph as Section 5.01(u):

(s) New Restructuring. File, and take all reasonable steps to file, the New Plan at the Bankruptcy Court within 10 Business Days following the funding of the initial Emergency Loan, unless the Emergency Loans have been repaid in full and in cash on or before the Emergency Loan Maturity Date.

SECTION 2.10. Amendments to Section 5.03. Section 5.03 (*Reporting Requirements*) of the Credit Agreement is hereby amended by adding the following new paragraph as Section 5.03(l):

(l) Use of Emergency Loans. Within one (1) Business Day of each Emergency Loan Borrowing, a summary of the application of the proceeds of the applicable Emergency Loan (together with reasonably detailed supporting documentation) certified by a Responsible Officer of the Borrower.

SECTION 2.11. Amendments to Section 9.16 (*Limitation on Liability*). Section 9.16 (*Limitation on Liability*) of the Credit Agreement is hereby amended by adding the phrase "THE EMERGENCY LOANS," immediately after the phrase "THE TERM B LOAN,".

SECTION 2.12. Amendments to Schedule I. The Credit Agreement is hereby amended by amending and restating Schedule I (*Commitments and Lending Offices*) in its entirety in the form attached as Schedule I hereto.

SECTION 2.13. Addition of Exhibit A-3. The Credit Agreement is hereby amended by adding as Exhibit A-3 (*Form of Emergency Loan Note*) thereto the form of Emergency Loan Note attached as Exhibit A hereto.

ARTICLE III
MISCELLANEOUS

SECTION 3.01. Governing Law; Counterparts; Miscellaneous. THIS

AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) This Amendment may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by telecopier, electronic mail or other electronic means of a copy of an executed counterpart of a signature page to this Amendment shall be effective as delivery of an original executed counterpart of this Amendment.

(c) Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose or be given any substantive effect.

SECTION 3.02. Representations and Warranties. Each Loan Party hereby represents and warrants as follows:

(a) It has the legal power and authority to execute and deliver this Amendment and perform its obligations hereunder and under the Credit Agreement and it has taken all necessary limited liability company or limited partnership (as applicable) action to authorize the execution, delivery and performance of this Amendment.

(b) This Amendment has been duly executed and delivered by it, and the Credit Agreement (including as amended by this Amendment) constitutes its valid and binding obligations, enforceable against it in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.

(c) The execution and delivery by it of this Amendment and the performance of its obligations under the Credit Agreement do not and will not violate or contravene any of its limited liability company agreement, limited partnership agreement or other constitutive documents or any law, rule or regulation applicable to it or require any consent or authorization of, filing with or notice to any Governmental Authority except for (A) the consents, authorizations, filings or other actions which have been duly obtained, taken, given or made and are in full force and effect and (B) those Governmental Authorizations the failure of which to obtain and maintain could not reasonably be expected to result in a Material Adverse Effect.

(d) As of the date of this Amendment, before and after giving effect to the amendments to the Credit Agreement set forth herein, the representations and warranties contained in Section 4.01 of the Credit Agreement are true and correct in all material respects on and as of such date, as though made on and as of such date, except (i) for the representation and warranty set forth in Section 4.01(m) of the Credit Agreement, (ii) to the extent that any failure of the representation and warranty set forth in Section 4.01(m)

of the Credit Agreement to be true and correct on and as of such date, or the underlying facts, circumstances, events, developments, conditions, occurrences or effects giving rise to such failure, may be deemed to constitute a Material Adverse Change, the representation and warranty set forth in Section 4.01(h)(ii) of the Credit Agreement, (iii) to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date) and (iv) except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date); *provided*, that if a representation and warranty is qualified as to materiality, with respect to such representation and warranty, the materiality qualifier set forth above shall be disregarded.

SECTION 3.03. Continuing Effect; No Other Amendments. Except as expressly amended, deferred and modified hereby, all of the terms and provisions of the Credit Agreement are, and shall remain, in full force and effect. The amendments and agreements contained herein shall not constitute an amendment or a waiver or deferral of any other provision of the Credit Agreement or for any purpose except as expressly set forth herein.

SECTION 3.04. References. From and after the date first set forth above, any reference to the Credit Agreement or the Loan Documents contained in the Credit Agreement, in any Loan Document or in any notice, request, certificate or other document shall be deemed to include this Amendment unless the context shall otherwise require.

SECTION 3.05. Regarding the Agents. The provisions of Article VII of the Credit Agreement apply in respect of this Amendment, and the Administrative Agent and the First Lien Collateral Agent shall be fully protected in relying on such provisions in connection with the preparation, negotiation, execution and delivery of this Amendment and its other actions, past, present or future, incidental thereto.

SECTION 3.06. Release and Waiver. AS A MATERIAL INDUCEMENT TO THE LENDER PARTIES, THE FIRST LIEN COLLATERAL AGENT AND THE ADMINISTRATIVE AGENT TO ENTER INTO THIS AMENDMENT, THE BORROWER AND THE GUARANTORS, EACH ON BEHALF OF ITSELF AND ITS OWNERS, SUCCESSORS, ASSIGNS AND LEGAL REPRESENTATIVES WHETHER OR NOT A PARTY HERETO (THE BORROWER, THE GUARANTORS, SUCH OWNERS, SUCCESSORS, ASSIGNS AND LEGAL REPRESENTATIVES BEING REFERRED TO HEREIN COLLECTIVELY AND INDIVIDUALLY, AS "OBLIGORS, ET AL."), AUTOMATICALLY, AND WITHOUT FURTHER ACTION BY ANY PERSON, HEREBY FULLY, FINALLY AND COMPLETELY RELEASE AND FOREVER DISCHARGE EACH LENDER PARTY, THE FIRST LIEN COLLATERAL AGENT AND THE ADMINISTRATIVE AGENT, AND THEIR

RESPECTIVE SUCCESSORS, ASSIGNS, AFFILIATES, SUBSIDIARIES, PARENTS, OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS, PAST, PRESENT AND FUTURE, AND THEIR RESPECTIVE HEIRS, PREDECESSORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY AND INDIVIDUALLY, "LENDER, ET AL.") OF AND FROM ANY AND ALL CLAIMS, CONTROVERSIES, DISPUTES, LIABILITIES, OBLIGATIONS, DEMANDS, DAMAGES, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), DEBTS, LIENS, ACTIONS AND CAUSES OF ACTION OF ANY AND EVERY NATURE WHATSOEVER RELATING TO THE FACILITIES AND/OR THE LOAN DOCUMENTS, AND WAIVE AND RELEASE ANY DEFENSE, RIGHT OF COUNTERCLAIM, RIGHT OF SET-OFF OR DEDUCTION TO THE PAYMENT OF THE OBLIGATIONS WHICH OBLIGORS, ET AL. NOW HAVE OR MAY CLAIM TO HAVE AGAINST LENDER, ET AL., IN EACH CASE ARISING OUT OF, CONNECTED WITH OR RELATING TO ANY AND ALL ACTS, OMISSIONS OR EVENTS OCCURRING PRIOR TO THE EXECUTION OF THIS AMENDMENT.

SECTION 3.07. Indemnification and Limitation of Liability. This Amendment is entered into pursuant to Section 9.01 of the Credit Agreement. The Loan Parties acknowledge that the provisions of Sections 9.03, 9.04, 9.13, 9.15 and 9.16 of the Credit Agreement apply in respect of this Amendment.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers, thereunto duly authorized, as of the date first above written.

NEW MACH GEN, LLC,
as Borrower

By _____
Name:
Title:

MACH GEN GP, LLC,
as Guarantor

By _____
Name:
Title:

MILLENNIUM POWER PARTNERS, L.P.,
as Guarantor

By _____
Name:
Title:

NEW ATHENS GENERATING COMPANY, LLC,
as Guarantor

By _____
Name:
Title:

NEW HARQUAHALA GENERATING COMPANY, LLC,
as Guarantor

By _____
Name:
Title:

CLMG CORP.,
as Administrative Agent

By _____
Name:
Title:

CLMG CORP.,
as First Lien Collateral Agent

By _____
Name:
Title:

BEAL BANK USA,
as Term B Lender and Emergency Lender

By _____
Name:
Title:

BEAL BANK USA,
as Revolving Issuing Bank

By _____
Name:
Title:

BEAL BANK USA,
as Revolving Credit Lender

By _____
Name:
Title:

BEAL BANK, SSB,
as Term B Lender and Emergency Lender

By _____
Name:
Title:

SCHEDULE I
TO
AMENDED AND RESTATED FIRST LIEN CREDIT AND GUARANTY AGREEMENT

COMMITMENTS AND LENDING OFFICES[1]

Term B Lenders	**Term B Commitment**	**Lending Office**
Beal Bank USA	$287,589,294.13	Beal Bank USA 1970 Village Center Circle Suite 1 Las Vegas, NV 89134 Send all notices and communications to: Beal Bank USA c/o CLMG Corp. 7195 Dallas Parkway Plano, Texas 75024 Attention: James Erwin Fax: (469) 467-5550 E-mail: jerwin@clmgcorp.com

[1] NOTE TO DRAFT: Beal Bank to confirm / advise.

Beal Bank, SSB	$194,394,991.01	Beal Bank, SSB 6000 Legacy Drive Plano, Texas 75024 Send all notices and communications to: Beal Bank, SSB 6000 Legacy Drive Plano, Texas 75024 Attention: James Erwin Fax: (469) 467-5550 E-mail: jerwin@clmgcorp.com
Revolving Credit Lenders	**Revolving Credit Commitment**	**Lending Office**
Beal Bank USA	From Effective Date to Revolving Credit Reduction Date: $160,000,000 From and after Revolving Credit Reduction Date: $160,000,000	Beal Bank USA 1970 Village Center Circle Suite 1 Las Vegas, NV 89134 Send all notices and communications to: Beal Bank USA c/o CLMG Corp. 7195 Dallas Parkway Plano, Texas 75024 Attention: James Erwin Fax: (469) 467-5550 E-mail: jerwin@clmgcorp.com
Beal Bank, SSB	From Effective Date to Revolving Credit Reduction Date: $40,000,000	Beal Bank, SSB 6000 Legacy Drive Plano, Texas 75024 Send all notices and

	From and after Revolving Credit Reduction Date: $0	communications to: Beal Bank, SSB 6000 Legacy Drive Plano, Texas 75024 Attention: James Erwin Fax: (469) 467-5550 E-mail: jerwin@clmgcorp.com

Revolving Issuing Bank	**Revolving Letter of Credit Commitment**	**Lending Office**
Beal Bank USA	$50,000,000	Beal Bank USA 1970 Village Center Circle Suite 1 Las Vegas, NV 89134 Send all notices and communications to: Beal Bank USA c/o CLMG Corp. 7195 Dallas Parkway Plano, Texas 75024 Attention: James Erwin Fax: (469) 467-5550 E-mail: jerwin@clmgcorp.com
Emergency Lenders	**Emergency Commitment**	**Lending Office**
Beal Bank USA	$[●]	Beal Bank USA 1970 Village Center Circle Suite 1 Las Vegas, NV 89134 Send all notices and communications to: Beal Bank USA c/o CLMG Corp. 7195 Dallas Parkway Plano, Texas 75024 Attention: James Erwin Fax: (469) 467-5550 E-mail: jerwin@clmgcorp.com
Beal Bank, SSB	$[●]	Beal Bank, SSB 6000 Legacy Drive Plano, Texas 75024 Send all notices and communications to: Beal Bank, SSB 6000 Legacy Drive

		Plano, Texas 75024 Attention: James Erwin Fax: (469) 467-5550 E-mail: jerwin@clmgcorp.com

EXHIBIT A TO EMERGENCY LOAN AMENDMENT

EXHIBIT A-3

FORM OF EMERGENCY LOAN NOTE

$[_____] Dated: [_____]

FOR VALUE RECEIVED, the undersigned, NEW MACH GEN, LLC, a Delaware limited liability company (the "***Borrower***"), HEREBY PROMISES TO PAY [_____] or its registered assigns (the "***Lender***") for the account of its Lending Office (as defined in the Credit Agreement referred to below) the aggregate principal amount of $[_____] ([_____] DOLLARS AND NO CENTS) (the "***Emergency Loan***") pursuant to the First Lien Credit and Guaranty Agreement, dated as of April 28, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"; terms defined therein, unless otherwise defined herein, being used herein as therein defined), among the Borrower, the Guarantors, the Lenders and certain other Lender Parties party thereto, CLMG Corp., as First Lien Collateral Agent, and CLMG Corp., as Administrative Agent on the dates and in the amounts provided in the Credit Agreement and in any event in full on the Emergency Loan Maturity Date.

The Borrower promises to pay interest on the unpaid principal amount of the Emergency Loan from the date of such Emergency Loan until such principal amount is paid in full, at such interest rates, and payable at such times, as are specified in the Credit Agreement.

Both principal and interest are payable in lawful money of the United States of America to the Administrative Agent, not later than 11:00 A.M. (New York City time) on the day when due at the Administrative Agent's Account in same day funds. The Emergency Loan owing to the Lender by the Borrower, and all payments made on account of principal thereof, shall be recorded by the Lender and, prior to any transfer hereof, endorsed on the grid attached hereto, which is part of this Emergency Loan Note; *provided*, *however*, that the failure of the Lender to make any such recordation or endorsement shall not affect the Obligations of the Borrower under this Emergency Loan Note.

This Emergency Loan Note is one of the Notes referred to in, and is entitled to the benefits of, the Credit Agreement. The Credit Agreement, among other things, contains provisions for acceleration of the maturity hereof upon the happening of certain stated events and also for prepayments on account of principal hereof prior to the maturity hereof upon the terms and conditions therein specified. The obligations of the Borrower under this Emergency Loan Note and the other Loan Documents, and the obligations of the other Loan Parties under the Loan Documents, are secured by the Collateral as provided in the Loan Documents.

This Emergency Loan Note shall be governed by, and construed in accordance with, the laws of the State of New York.

NEW MACH GEN, LLC

By _____
Name:
Title:

Exhibit D
to the
Restructuring Support Agreement

[RESERVED]

Exhibit E
to the
Restructuring Support Agreement

INTERIM FINANCING ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
NEW MACH GEN, LLC, *et al.*,[1]	:	Case No. 18-_____
Debtors.	:	(Joint Administration Requested)

INTERIM ORDER PURSUANT TO 11 U.S.C. §§ 105, 361, 362, 363, 364, AND 507 AND FED. R. BANKR. P. 2002, 4001 AND 9014 (I) AUTHORIZING MACH GEN TO OBTAIN POSTPETITION FINANCING, (II) AUTHORIZING USE OF CASH COLLATERAL, (III) GRANTING LIENS AND SUPER-PRIORITY CLAIMS, (IV) GRANTING ADEQUATE PROTECTION TO PREPETITION FIRST LIEN LENDERS, (V) SCHEDULING A FINAL HEARING, AND (VI) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of New MACH Gen, LLC and certain of its affiliates, as debtors and debtors in possession in the above-captioned cases (each, a "MACH Gen Entity" and collectively, the "MACH Gen Entities" or "MACH Gen" or "Debtors") for the entry of an interim order (this "Interim Order") and a final order (the "Final Order") under sections 105, 361, 362, 363(c), 363(e), 364(c), 364(d)(1), 364(e), and 507 of title 11 of the United States Code, 11 U.S.C. §§101-1532 (as amended, the "Bankruptcy Code"), and Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (as amended, the "Bankruptcy Rules"), and Rule 4001-2 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the District of

[1] The debtors in these Chapter 11 cases, along with the last four digits of their respective tax identification numbers are as follows: New MACH Gen, LLC (4920) ("New MACH Gen"), MACH Gen GP, LLC (6738) ("GP"), Millennium Power Partners, L.P. (6688) ("Millennium"), New Athens Generating Company, LLC (0156) ("Athens"), and New Harquahala Generating Company, LLC (0092) ("Harquahala," collectively with GP, Millennium and Athens, the "Subsidiaries"). MACH Gen's main corporate address is 1780 Hughes Landing, Suite 800, The Woodlands, Texas 77380.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the DIP Credit Agreement (as defined below).

Delaware (the "Local Rules"), *inter alia* (a) authorizing New MACH Gen, LLC (the "Borrower") to obtain, and each of the Subsidiaries to guarantee, post-petition financing in the form of a multi-draw term loan facility from Beal Bank USA and Beal Bank, SSB and/or one or more affiliates, as lenders (the "DIP Lenders"), with CLMG Corp. ("CLMG"), as administrative agent and collateral agent (in such capacities, the "DIP Agent"), of up to $20 million (the "DIP Facility"), of which $10 million shall be available on an interim basis, under the terms of this Interim Order and the other DIP Loan Documents (as defined below), (b) authorizing the use of Cash Collateral (as defined below) by the MACH Gen Entities effective as of the Petition Date, (c) allowing superpriority administrative expense status of the DIP Obligations (as defined below) in the MACH Gen Entities' Chapter 11 cases (the "Chapter 11 Cases") and authorizing the MACH Gen Entities to grant to the DIP Agent on behalf of the DIP Lenders automatically perfected security interests in and liens on all of the Collateral (as defined below), (d) vacating and modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of this Interim Order and the Final Order, (e) granting adequate protection to the First Lien Lenders (as defined in the DIP Credit Agreement), (f) scheduling a final hearing (the "Final Hearing") to consider entry of the Final Order, and (g) granting related relief; and the Court having found that the relief requested in the Motion is in the best interests of MACH Gen, its estates, its creditors and other parties in interest; and the Court having found that MACH Gen's notice of the Motion and the opportunity for a hearing on the Motion was appropriate and no other notice need be provided; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before the Court on [_____ __], 2018 (the "Interim Hearing"); and the Court having determined that the legal and factual bases set forth in the Motion, the Declaration

of John Chesser in Support of Chapter 11 Petitions and First Day Pleadings, sworn as of [_____ __], 2018 (the "First Day Declaration"), and the Declaration of Bo Yi, sworn as of [_____ __], 2018 (the "Evercore Declaration"), and at the Interim Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY FOUND AND CONCLUDED THAT:

A. Disposition. The Motion is granted on an interim basis in accordance with the terms of this Interim Order. Any objections to the Motion with respect to the entry of the Interim Order that have not been withdrawn, waived or settled are hereby denied and overruled.

B. Commencement of Cases. On [●], 2018 (the "Petition Date"), each MACH Gen Entity filed with this Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The MACH Gen Entities are in possession of their properties and are continuing to operate their businesses as debtors and debtors in possession under sections 1107 and 1108 of the Bankruptcy Code. No official committee of unsecured creditors (a "Committee") has been appointed in the Chapter 11 Cases.

C. Jurisdiction and Venue. This Court has jurisdiction over the Chapter 11 Cases and the Motion pursuant to 28 U.S.C. §§ 157(b) and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated as of February 29, 2012. Consideration of the Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Court may enter a final order consistent with Article III of the United States Constitution. Venue of the Chapter 11 Cases in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The predicates for the relief sought herein are sections 105, 361, 362, 363(c), 363(e), 364(c), 364(d)(1), 364(e), and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001 and 9014, and Local Rule 4001-2.

D. Adequate Notice. On the Petition Date, MACH Gen filed the Motion with this Court pursuant to Bankruptcy Rules 2002, 4001 and 9014, and provided notice of the Motion and the Interim Hearing by electronic mail, facsimile, hand delivery or overnight delivery to the following parties and/or their respective counsel as indicated below: (a) the Office of the U.S. Trustee; (b) counsel to the First Lien Lenders (as defined below); (c) CLMG, in its capacity as administrative agent and collateral agent for the First Lien Lenders (the "First Lien Agent"); (d) Citibank N.A., as Depositary under the Security Deposit Agreement (as defined below); (e) counsel to the DIP Agent and the DIP Lenders, (f) counsel to Talen Investment Corporation, Talen Energy Supply, LLC, Talen Energy Corporation, and their affiliates, (g) creditors holding the thirty (30) largest unsecured claims as set forth in the consolidated list filed with the MACH Gen Entities' Chapter 11 petitions; (h) the U.S. Attorney for Delaware, (i) the Internal Revenue Service, (j) the Securities and Exchange Commission, and (k) all parties requesting service in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"). Given the nature of the relief sought in the Motion, this Court concludes that the foregoing notice was sufficient and adequate under the circumstances and complies with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any other applicable law, and no further notice relating to this proceeding and the hearing on this Motion is necessary or required.

E. The Prepetition Obligations.

(i) *Prepetition First Lien Credit Facility*. Prior to the Petition Date, pursuant to the terms and conditions set forth in (a) the $681,984,285 First Lien Credit and Guaranty Agreement, dated as of April 28, 2014, by and among the Borrower, the Subsidiaries, as guarantors, the lenders party thereto (the "First Lien Lenders"), and the First Lien Agent (as the same has been amended, amended and restated, supplemented, modified, extended, renewed,

restated and/or replaced at any time prior to the Petition Date, including, without limitation, by the A&R First Lien Credit Agreement (as defined below), the "First Lien Credit Agreement"); and (b) all other agreements, documents and instruments executed and/or delivered with, to or in favor of the First Lien Lenders, including, without limitation, all security agreements, notes, guarantees, mortgages, Uniform Commercial Code financing statements and all other related agreements, documents and instruments, including any fee letters, executed and/or delivered in connection therewith or related thereto (all the foregoing, together with the First Lien Credit Agreement, as all of the same have been supplemented, modified, extended, renewed, restated and/or replaced at any time prior to the Petition Date, collectively, the "First Lien Financing Documents"):

(a) the First Lien Lenders made revolving loans to, and issued Revolving Letters of Credit (as defined in the First Lien Credit Agreement) for the account of, the Borrower, and otherwise extended credit to the MACH Gen Entities, in an aggregate principal committed amount of up to $200 million (of which not more than $160 million was available to issue Revolving Letters of Credit) (the "Prepetition Revolving Credit Facility");

(b) the First Lien Lenders extended to the Borrower a term B loan facility, in an aggregate outstanding principal amount of $465,114,835.06 (the "Prepetition Term Loan Facility"; together with the Prepetition Revolving Credit Facility, the "Prepetition First Lien Facilities")

(c) Pursuant to the A&R First Lien Credit Agreement, and as an integrated part of the overall restructuring transactions, the Borrower has agreed to pay an exit fee, which as of the date hereof is outstanding in an aggregate amount of $[●]

(the "Exit Fee"), but which shall only become due and payable upon the occurrence of the Effective Date of an Acceptable Plan.

All obligations of the MACH Gen Entities arising under the First Lien Credit Agreement or any other First Lien Financing Document, including under the Prepetition Revolving Credit Facility and the Prepetition Term Loan Facility, and all loans, advances, debts, liabilities, principal, accrued or hereafter accruing interest, fees (including the Exit Fee), costs, charges, expenses (including any and all reasonable attorneys', accountants', appraisers' and financial advisors' fees and expenses that are chargeable, reimbursable or otherwise payable under the First Lien Financing Documents), Unreimbursed Amounts (as defined in the First Lien Credit Agreement) in respect of Revolving Letters of Credit which are drawn after the Petition Date, increased costs, tax gross-ups, breakage costs and indemnities payable under the First Lien Financing Documents, and obligations for the performance of covenants, tasks or duties, or for the payment of any other monetary amounts (including any Yield Maintenance Fees (as defined in the First Lien Credit Agreement)) owing to the First Lien Agent or First Lien Lenders by the MACH Gen Entities, of any kind or nature, whether or not evidenced by any note, agreement or other instrument, shall hereinafter be referred to collectively as the "First Lien Prepetition Obligations."

(ii) *Subsidiary Guarantors*. The First Lien Prepetition Obligations are guaranteed by the Subsidiaries under the terms of the First Lien Credit Agreement.

(iii) *Prepetition First Liens*. Pursuant to those certain First Lien Collateral Documents (as such term is defined in the First Lien Credit Agreement), each MACH Gen Entity granted to the First Lien Agent for the benefit of the First Lien Lenders to secure the First Lien Prepetition Obligations, a first-priority security interest in and continuing lien (the "Prepetition

First Liens") on substantially all of its Property (as defined in the First Lien Credit Agreement), including without limitation the Equity Interests (as defined in the First Lien Credit Agreement) in the Subsidiaries (collectively, the "Prepetition Collateral").

(iv) *No Other Liens*. As of the Petition Date, other than as expressly permitted under the First Lien Financing Documents (including any "Permitted Liens" as such term is defined in the First Lien Credit Agreement), there were no liens on or security interests in the Prepetition Collateral other than the Prepetition First Liens.

(v) *Restructuring Support Agreement and Prepetition First Lien Amendments*. After good faith, arm's length negotiations, the MACH Gen Entities, MACH Gen, LLC as equity holder in New MACH Gen, and the First Lien Lenders entered into that certain Restructuring Support Agreement, dated as of June 4, 2018 (as may be amended, supplemented, restated, or modified from time to time in accordance with the terms thereof, the "RSA"), in which the parties thereto agreed, *inter alia*, to engage in certain transactions, including, but not limited to, the distribution of the equity interests in New Harquahala to the First Lien Lenders or their designee (such transfer, the "Harquahala Reorganization") pursuant to, and in exchange for the consideration set forth in, the Prepackaged Plan, and to restructure MACH Gen's obligations under the First Lien Financing Documents pursuant to the terms and conditions set forth in the RSA. In connection with the RSA and as a necessary condition thereto, the First Lien Lenders and the First Lien Agent entered into that certain Amended and Restated First Lien Credit and Guaranty Agreement, dated as of June 4, 2018 (the "A&R First Lien Credit Agreement"), which provided, *inter alia*, for the deferral of certain required payments under the First Lien Financing Documents and the incurrence of the Exit Fee (as described above), and which was necessary for

the MACH Gen Entities to preserve their business operations and to consummate the transactions contemplated by the RSA.

(vi) *Tax Allocation Claims*. MACH Gen (but not the DIP Lenders or First Lien Lenders) has determined that Talen LC Provider may have an unsecured claim against the MACH Gen Entities in the amount of approximately $30,426,408 (the "Tax Allocation Claim," together with any other claims asserted against any MACH Gen Entity on account of a receivable owed to Talen LC Lender, Talen Energy Corporation or any Talen Tax Affiliate (each as defined in the Restructuring Support Agreement) under or in respect of the Tax Allocation Agreement (as defined in the Restructuring Support Agreement), the "Tax Allocation Claims") that arose in connection with that certain Amended and Restated Tax Allocation Agreement, by and among Talen Energy Corporation and the Talen Tax Affiliates, effective as of December 15, 2015 and terminated effective January 1, 2017, which Tax Allocation Claim MACH Gen anticipates will, pursuant to the Prepackaged Plan, be (x) reinstated against Reorganized MACH Gen, on a junior and subordinated basis, subject to the DIP Liens, the Adequate Protection Liens, the Prepetition Liens, the New First Lien Facilities, and the New Second Lien Facilities, with no right to payment or enforcement of any such claim unless and until the obligations under the senior facilities have been indefeasibly paid in full in cash, (y) deemed waived against New Harquahala and will get no distribution under the Prepackaged Plan, and (z) in the event of a Talen/Company Walkaway, deemed waived and discharged and shall get no distribution under the Prepackaged Plan.

F. MACH Gen Entities' Stipulations. Subject to the rights of any Committee or other parties-in-interest as and to the extent set forth in paragraph 33 below, the MACH Gen Entities acknowledge, admit, represent, stipulate and agree that:

(i) *First Lien Prepetition Obligations*. As of the Petition Date, the First Lien Prepetition Obligations for which the MACH Gen Entities are truly and justly indebted to the First Lien Lenders, without defense, counterclaim, recoupment or offset of any kind, included (x)(1) the aggregate principal amount of not less than approximately $132,953,263.52 on account of First Lien Prepetition Obligations incurred under and in connection with the Prepetition Revolving Credit Facility, plus (2) the aggregate face amount of $26,771,841.00 on account of issued and outstanding undrawn Revolving Letters of Credit under the Prepetition Revolving Credit Facility, (y) the aggregate principal amount of not less than approximately $465,114,835.06 on account of First Lien Prepetition Obligations incurred under and in connection with the Prepetition Term Loan Facility, and (z) all other First Lien Prepetition Obligations.

(ii) *Prepetition First Liens Not Subject to Avoidance.* The Prepetition First Liens (a) constitute valid, binding, enforceable, nonavoidable, and properly perfected liens on the Prepetition Collateral that, prior to entry of this Interim Order, were senior in priority (except for any senior Permitted Liens (as defined in and) to the extent expressly permitted under the First Lien Credit Agreement) over any and all other liens on the Prepetition Collateral; and (b) are not subject to avoidance, reductions, recharacterization, set-off, subordination (whether equitable, contractual or otherwise), counterclaims, cross-claims, defenses or any other challenges under the Bankruptcy Code or any other applicable law or regulation (except insofar as such liens are subordinated to the DIP Liens, the Adequate Protection Liens in respect of the First Lien Lenders, and the Carve-Out (each term as defined below) in accordance with the provisions of this Interim Order and the other DIP Loan Documents).

(iii) *No Claims*. The MACH Gen Entities have no valid claims (as such term is defined in section 101(5) of the Bankruptcy Code) or causes of action against the First Lien Agent or any First Lien Lenders with respect to the First Lien Financing Documents, the First Lien Prepetition Obligations, the Prepetition First Liens, or otherwise, whether arising at law or at equity, including, without limitation, any challenge, recharacterization, subordination, avoidance or other claims arising under or pursuant to sections 105, 510, 541 or 542 through 553, inclusive, of the Bankruptcy Code.

(iv) *Indemnity*. The First Lien Agent, the First Lien Lenders, the DIP Agent and the DIP Lenders have acted in good faith, and without negligence or violation of public policy or law, in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting or obtaining requisite approvals of the RSA, the A&R First Lien Credit Agreement, the DIP Facility, and the use of Cash Collateral, including in respect of the granting of the DIP Liens and the Adequate Protection Liens, any challenges or objections to the DIP Facility or the use of Cash Collateral, and all documents related to any and all transactions contemplated by the foregoing. Accordingly, the First Lien Agent, the First Lien Lenders, the DIP Agent and the DIP Lenders shall be and hereby are indemnified and held harmless by the MACH Gen Entities in respect of any claim or liability incurred in respect thereof or in any way related thereto, provided that no such parties will be indemnified for any cost, expense or liability to the extent determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted primarily from such parties' gross negligence or willful misconduct. No exception or defense in contract, law or equity exists as to any obligation set forth, as the case may be, in this paragraph F(iv), in the First Lien Financing Documents or in the

DIP Loan Documents, to indemnify and/or hold harmless the First Lien Agent, the First Lien Lenders, the DIP Agent or the DIP Lenders, as the case may be.

(v) *Release*. The MACH Gen Entities hereby stipulate and agree that they forever and irrevocably release, discharge and acquit the DIP Agent, the First Lien Agent, all former, current and future First Lien Lenders and DIP Lenders, and each of their respective successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, attorneys and agents, past, present and future, and their respective heirs, predecessors, successors and assigns (collectively, the "Releasees") of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, expenses (including, without limitation, reasonable attorneys' fees), debts, liens, actions and causes of action of any and every nature whatsoever relating to, as applicable, the DIP Facility, the DIP Loan Documents, the Prepetition First Lien Facilities, the First Lien Financing Documents and/or the transactions contemplated hereunder or thereunder including, without limitation, (x) any so-called "lender liability" or equitable subordination claims or defenses, (y) any and all claims and causes of action arising under the Bankruptcy Code, and (z) any and all claims and causes of action with respect to the validity, priority, perfection or avoidability of the liens or claims of the First Lien Agent, the First Lien Lenders, the DIP Agent and the DIP Lenders. The MACH Gen Entities further waive and release any defense, right of counterclaim, right of set-off or deduction to the payment of the First Lien Prepetition Obligations and the DIP Obligations which the MACH Gen Entities now have or may claim to have against the Releasees, arising out of, connected with or relating to any and all acts, omissions or events occurring prior to the Bankruptcy Court entering this Interim Order.

(vi) None of the DIP Agent, the DIP Lenders, the First Lien Agent or the First Lien Lenders are control persons or insiders of the Debtors or any of their affiliates by virtue of

any of the actions taken with respect to, in connection with, related to, or arising from the DIP Facility, the DIP Loan Documents and/or the First Lien Financing Documents.

G. Cash Collateral. For purposes of this Interim Order, the term "Cash Collateral" shall mean and include all "cash collateral" as defined in section 363 of the Bankruptcy Code, in which the First Lien Agent (on behalf of the First Lien Lenders) or the First Lien Lenders have a lien or security interest, in each case whether existing on the Petition Date, arising pursuant to this Interim Order or any Final Order, or otherwise. The MACH Gen Entities represent and stipulate that all of MACH Gen's cash, cash equivalents, negotiable instruments, investment property, and securities constitute Cash Collateral of the First Lien Agent on behalf of the First Lien Lenders.

H. Use of DIP Facility and Cash Collateral. The MACH Gen Entities have an immediate and critical need to use proceeds of the DIP Facility and Cash Collateral to preserve and operate their businesses and effectuate a reorganization of their businesses, including through the Harquahala Reorganization, which proceeds of the DIP Facility and Cash Collateral will be used in accordance with the terms of this Interim Order and subject to the Approved Budget (as defined below). Without the use of proceeds of the DIP Facility and Cash Collateral, the MACH Gen Entities will not have sufficient liquidity to be able to continue to operate their businesses. The adequate protection provided herein and other benefits and privileges contained herein are consistent with and authorized by the Bankruptcy Code and are necessary in order to obtain such consent or nonobjection of certain parties, and to adequately protect the parties' interests in the Prepetition Collateral. Absent authorization to immediately use proceeds of the DIP Facility and Cash Collateral, the MACH Gen Entities' estates and their creditors would suffer immediate and irreparable harm.

I. Other Financing Unavailable. As discussed in the First Day Declaration and the Evercore Declaration, MACH Gen is unable to obtain (i) adequate unsecured credit allowable either (a) under sections 364(b) and 503(b)(l) of the Bankruptcy Code or (b) under section 364(c)(l) of the Bankruptcy Code, (ii) adequate credit secured by (x) a senior lien on unencumbered assets of their estates under section 364(c)(2) of the Bankruptcy Code and (y) a junior lien on encumbered assets of their estates under section 364(c)(3) of the Bankruptcy Code, or (iii) secured credit under section 364(d)(l) of the Bankruptcy Code from sources other than the First Lien Lenders on terms more favorable than the terms of the DIP Facility. The only available source of secured credit available to MACH Gen, other than the use of Cash Collateral, is the DIP Facility. MACH Gen requires both financing under the DIP Facility and the continued use of Cash Collateral under the terms of this Interim Order in order to satisfy its post-petition liquidity needs.

J. Best Financing Presently Available. The DIP Agent and the DIP Lenders have indicated a willingness to provide MACH Gen with financing solely on the terms and conditions set forth in this Interim Order (and, subject to entry by the Court, the Final Order) and the other DIP Loan Documents (including the Approved Budget (subject to Permitted Variances)). After considering all of their alternatives, the MACH Gen Entities have concluded, in an exercise of their sound business judgment, that the financing to be provided by the DIP Lenders pursuant to the terms of this Interim Order (and, subject to entry by the Court, the Final Order) and the other DIP Loan Documents, represents the best financing presently available to MACH Gen. The DIP Lenders are good faith financiers. The DIP Lenders' and DIP Agent's claims, superpriority claims, security interests, liens and other protections granted pursuant to this Interim Order (and, subject to entry by the Court, the Final Order) and the other DIP Loan Documents will not be

affected by any subsequent reversal, modification, vacatur or amendment of this Interim Order, the Final Order or any other order, as provided in section 364(e) of the Bankruptcy Code.

K. Good Cause for Immediate Entry. Good cause has been shown for immediate entry of this Interim Order pursuant to Bankruptcy Rules 4001(b)(2) and (c)(2) and Local Rule 4001-2. In particular, the authorization granted herein for the MACH Gen Entities to enter into the DIP Facility, to continue using Cash Collateral and to obtain interim financing, including on a priming lien basis, is necessary to avoid immediate and irreparable harm to the MACH Gen Entities and their estates. Entry of this Interim Order is in the best interest of the MACH Gen Entities, their estates and creditors. The terms of the DIP Facility (including MACH Gen's continued use of Cash Collateral) are fair and reasonable under the circumstances, reflect MACH Gen's exercise of prudent business judgment consistent with its fiduciary duties, and are supported by reasonably equivalent value and fair consideration.

L. Arm's Length Negotiation. MACH Gen, the DIP Agent, the DIP Lenders, the First Lien Agent, and the First Lien Lenders have negotiated the terms and conditions of the DIP Facility (including the MACH Gen Entities' continued use of Cash Collateral) and this Interim Order in good faith and at arm's length, and any credit extended and loans made to MACH Gen pursuant to this Interim Order shall be, and hereby are, deemed to have been extended, issued or made, as the case may be, in "good faith" within the meaning of section 364(e) of the Bankruptcy Code.

M. Application of Proceeds of the Collateral. All proceeds of the sale or other disposition of the Collateral shall be applied in accordance with the terms of the DIP Loan Documents and this Interim Order.

N. Adequate Protection for Secured Lenders. The First Lien Agent (on behalf of the First Lien Lenders) and the First Lien Lenders have negotiated and acted in good faith regarding the RSA, the A&R First Lien Credit Agreement, the DIP Facility and MACH Gen's use of the Prepetition Collateral (including the Cash Collateral) to fund the administration of MACH Gen's estates and continued operation of their businesses, in accordance with the terms hereof. The First Lien Agent (on behalf of the First Lien Lenders) has agreed to permit MACH Gen to use the Prepetition Collateral, including the Cash Collateral, in accordance with the terms hereof and the Approved Budget (subject to Permitted Variances (as defined below)). The rights of the First Lien Agent and the First Lien Lenders under the RSA (including, without limitation, the First Lien Step-In Right and the Tax Claim Subordination (as defined below)) are an essential element of their adequate protection. Without their rights under the RSA, the First Lien Agent and the First Lien Lenders would not have entered into the A&R First Lien Credit Agreement, and the First Lien Agent (on behalf of the First Lien Lenders) would not have consented to the use of Cash Collateral or the DIP Facility. Accordingly, the First Lien Agent and First Lien Lenders may exercise all of their termination and other rights under the RSA, in accordance with the terms thereof, irrespective of the commencement or the continuation of the Chapter 11 Cases or any Successor Case, or the automatic stay to the extent it might apply to such termination or other rights. The First Lien Agent (on behalf of the First Lien Lenders) is entitled to the adequate protection provided in this Interim Order as and to the extent set forth herein pursuant to §§ 361, 362 and 363 of the Bankruptcy Code. Based on the Motion and on the record presented to the Court at the Interim Hearing, the terms of the proposed adequate protection arrangements and of the use of the Prepetition Collateral (including the Cash Collateral) are fair and reasonable, reflect MACH Gen's prudent exercise of business judgment and constitute

reasonably equivalent value and fair consideration for the consent thereto of the First Lien Agent (on behalf of the First Lien Lenders); provided, that nothing in this Interim Order or the other DIP Loan Documents shall (x) be construed as a consent by the First Lien Agent or any First Lien Lender that it would be adequately protected in the event debtor in possession financing is provided by a third party (i.e., other than the DIP Lenders) or a consent to the terms of any other such financing or any lien encumbering the Collateral (whether senior or junior) or to the use of Cash Collateral except as provided in this Interim Order, or (y) prejudice, limit or otherwise impair the rights of the First Lien Agent (for the benefit of the First Lien Lenders) or the First Lien Lenders to seek new, different or additional adequate protection in the event circumstances change after the date hereof.

O. Sections 506(c) and 552(b). In light of the First Lien Lenders' agreement to subordinate their liens and claims to the Carve-Out, the DIP Liens and the Adequate Protection Liens in respect of the First Lien Lenders, to permit the use of the DIP Facility and Cash Collateral for payments made in accordance with the Approved Budget and the terms of this Interim Order, subject to entry of a Final Order and the other DIP Loan Documents, (a) the First Lien Lenders and the First Lien Agent are entitled to a waiver of the provisions of Bankruptcy Code section 506(c), and (b) the First Lien Lenders and the First Lien Agent are entitled to a waiver of any "equities of the case" claims under Bankruptcy Code section 552(b).

P. Order of the Court. Based upon the foregoing findings, acknowledgements, and conclusions, and upon the record made before this Court at the Interim Hearing, and good and sufficient cause appearing therefor:

IT IS HEREBY FOUND, DETERMINED, ORDERED, ADJUDGED AND DECREED THAT:

1. Motion Granted. The Motion is granted on an interim basis, subject to the terms set forth herein. Any objections to the Motion that have not previously been withdrawn or resolved are hereby overruled on their merits. This Interim Order shall be valid, binding on all parties in interest, and fully effective immediately upon entry notwithstanding the possible application of Bankruptcy Rule 6004(h), 7062 and 9014.

2. Authority to Enter Into DIP Facility. The MACH Gen Entities are hereby authorized to incur and perform the obligations arising from and after the date of this Interim Order under the DIP Facility, on the terms set forth in this Interim Order, the debtor-in-possession credit and guaranty agreement attached hereto as Exhibit A (as amended, supplemented or otherwise modified from time to time, the "DIP Credit Agreement"), and such additional documents, instruments and agreements as may be reasonably required by the DIP Agent to implement the terms or effectuate the purposes of and transactions contemplated by this Interim Order, the Final Order (when entered by the Court) and the DIP Credit Agreement (collectively, this Interim Order, the Final Order, the Approved Budget, the DIP Credit Agreement and such additional documents, instruments and agreements, including any fee letters, the "DIP Loan Documents"). The MACH Gen Entities are hereby authorized to enter into, execute and deliver the DIP Loan Documents and to borrow money under the DIP Facility, on an interim basis, up to an aggregate principal amount not to exceed $10 million and the Subsidiaries are hereby authorized to guaranty such borrowings and the Borrower's obligations under the DIP Facility, this Interim Order and the other DIP Loan Documents, all in accordance with the terms of this Interim Order and the other DIP Loan Documents, and the MACH Gen

Entities are authorized to take all actions which may be reasonably required or otherwise necessary for the performance by the MACH Gen Entities of its obligations under the DIP Loan Documents, including the creation and perfection of the DIP Liens described and provided for in this Interim Order and the other DIP Loan Documents.

3. Use of Cash Collateral and DIP Loans. The MACH Gen Entities are hereby authorized to use Cash Collateral and the proceeds of any DIP Loans (as defined below) solely in accordance with the Approved Budget and the financial covenants, and other terms and conditions set forth in this Interim Order and the other DIP Loan Documents.

4. Validity of DIP Loan Documents. The DIP Loan Documents shall constitute valid and binding obligations of the MACH Gen Entities, enforceable against each MACH Gen Entity party thereto in accordance with the terms thereof. No obligation, payment, transfer or grant of security under the DIP Loan Documents as approved under this Interim Order shall be stayed, restrained, voided, voidable or recoverable under the Bankruptcy Code or under any applicable non-bankruptcy law, or subject to any defense, reduction, setoff, recoupment or counterclaim.

5. DIP Loans. All loans made to or for the benefit of any of the MACH Gen Entities on or after the Petition Date in accordance with the DIP Loan Documents (collectively, the "DIP Loans"), all interest thereon and all fees, costs, expenses, indemnification obligations and other liabilities owing by the MACH Gen Entities to the DIP Lenders or the DIP Agent in accordance with and relating to this Interim Order and the other DIP Loan Documents shall hereinafter be referred to as the "DIP Obligations." The DIP Loans: (a) shall be evidenced by the books and records of the DIP Agent or the DIP Lenders and, upon the request of any DIP Lender, a note executed and delivered to such DIP Lender by the Borrower in accordance with the terms of the

DIP Loan Documents, which note shall evidence such DIP Lender's DIP Loans in addition to such accounts and records; (b) shall bear interest payable and incur fees at the rates set forth in Sections 2.06 and 2.07 of the DIP Credit Agreement; (c) shall be secured in the manner specified below; (d) shall be payable in accordance with the DIP Loan Documents; and (e) shall otherwise be governed by the terms set forth in this Interim Order and the other DIP Loan Documents.

6. Structure of DIP Facility. The DIP Facility shall be comprised of a $20 million multi-draw term loan facility. An amount up to $10 million of the DIP Facility shall be available upon the entry of this Interim Order.

7. Conditions Precedent. The DIP Lenders and the DIP Agent shall have no obligation to make any DIP Loans or any other financial accommodation under the DIP Loan Documents unless the conditions precedent to make such extensions of credit under the DIP Loan Documents have been satisfied in full or waived in accordance with such DIP Loan Documents.

8. [RESERVED.]

9. Continuation of Prepetition Cash Management Procedures. Except to the extent inconsistent with the express terms of this Interim Order, all prepetition practices and procedures (including bank account cash management practices) provided for in the First Lien Financing Documents (including in that certain Security Deposit Agreement, dated as of April 28, 2014 (the "Security Deposit Agreement"), by and among New MACH Gen, the First Lien Agent and Citibank, N.A., as Depositary) for the payment, collection and application of proceeds of the Prepetition Collateral, the turnover and transfer of cash and other financial assets, the delivery of property to the First Lien Lenders or the First Lien Agent, and the funding of extensions of credit pursuant thereto are hereby approved and shall continue without interruption in respect of the

Prepetition Collateral and the First Lien Prepetition Obligations and in respect of the Collateral, the DIP Obligations, and the DIP Loans pursuant to the DIP Loan Documents, which shall constitute a Secured Obligation under and as defined in the Security Deposit Agreement.

10. Approved Budget.

(a) The budget annexed hereto as Exhibit B (as updated periodically in accordance with the DIP Credit Agreement, the "Approved Budget")[3] is hereby approved. Proceeds of the DIP Loans and Cash Collateral under this Interim Order shall be used by MACH Gen only in accordance with the Approved Budget and this Interim Order, subject to any Permitted Variance. Subject to the Carve-Out, the DIP Lenders' consent to the Approved Budget shall not be construed as consent to the use of DIP Loans or Cash Collateral beyond the Termination Date (as defined below), regardless of whether the aggregate funds shown on the Approved Budget have been expended.

(b) Subject to paragraph 32 of this Interim Order, upon the written consent of the First Lien Lenders and MACH Gen, and without further order of the Court, the Approved Budget may be amended from time to time. MACH Gen shall provide a copy of any so amended revised budget to the U.S. Trustee and counsel to the Committee, if any.

11. Permitted Variance. Notwithstanding the Approved Budget, so long as the Termination Date has not occurred, the MACH Gen Entities shall be authorized to use proceeds of the DIP Loans and Cash Collateral in accordance with the Approved Budget, in an amount that would not cause MACH Gen to use proceeds of the DIP Loans and Cash Collateral in an aggregate amount greater than 120% of the Approved Budget for any two-week period (a

[3] The Approved Budget will be updated as of the date of entry of this Interim Order, provided that such updated Approved Budget shall be consistent with Exhibit B to this Interim Order and otherwise in form and substance satisfactory to the DIP Agent and DIP Lenders in their sole discretion.

"Permitted Variance"). For the purpose of calculating any variance in accordance with this paragraph, the fees and expenses of the Lender Professionals (as defined below) shall not be considered.

12. Continuation of Prepetition First Liens. Until (a) the Borrower and the Subsidiaries have indefeasibly paid in full and in cash all DIP Obligations, all First Lien Prepetition Obligations (including the satisfactory cash collateralization of all issued and outstanding Revolving Letters of Credit under the Prepetition Revolving Credit Facility in accordance with the First Lien Financing Documents), (b) the DIP Lenders' obligations under the DIP Facility have terminated, (c) all objections and challenges to (i) the liens and security interests of the First Lien Lenders (including, without limitation, liens granted for adequate protection purposes) and (ii) the First Lien Prepetition Obligations have been waived, denied or barred, and (d) all of MACH Gen's stipulations in paragraph F above have become binding upon their estates and parties in interest in accordance with paragraph 33 below, all liens and security interests of the DIP Agent, DIP Lenders, First Lien Agent and the First Lien Lenders (including, without limitation, liens granted for adequate protection purposes) shall remain valid and enforceable with the same continuing priority as described herein, except as otherwise provided in an Acceptable Plan (as defined in the DIP Credit Agreement) (but solely to the extent the Acceptable Plan is confirmed and becomes effective in accordance with the terms of the RSA).

13. DIP Liens and Collateral. As security for the full and timely payment of the DIP Obligations, the DIP Agent on behalf of the DIP Lenders is hereby granted, pursuant to sections 364(c)(2), 364(c)(3) and 364(d)(1) of the Bankruptcy Code, valid, enforceable, nonavoidable and fully perfected priming security interests in, and liens and mortgages (collectively, the "DIP Liens") upon, all existing and after-acquired tangible and intangible personal and real property

and assets of each of the MACH Gen Entities, including, without limitation, Prepetition Collateral, accounts receivable, inventory, equipment, fee and leasehold interests in real property, general intangibles, contract rights, intercompany notes, cash, deposit accounts, securities accounts, investment property, rights, claims and causes of action, commercial tort claims, and one hundred percent (100%) of the outstanding equity interests in the Subsidiaries (collectively, the "Collateral"); provided that this Interim Order does not grant, and shall not be deemed to grant, any security interests in or liens on claims and causes of action under Chapter 5 of the Bankruptcy Code and similar laws, and any proceeds thereof and property received thereby whether by judgment, settlement or otherwise (collectively, the "Avoidance Actions"), but, subject to the entry of the Final Order, proceeds of Avoidance Actions and property received thereby whether by judgment, settlement or otherwise shall constitute Collateral. The DIP Liens shall not, without the consent of the DIP Agent, be made subject to, or *pari passu* with, any other lien or security interest, other than to the extent expressly provided herein and subject to the Carve-Out, by any court order heretofore or hereafter entered in the Chapter 11 Cases, and shall be valid and enforceable against any trustee appointed in the Chapter 11 Cases, upon the conversion of any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (such cases or proceedings, "Successor Cases"), and/or upon the dismissal of any of the Chapter 11 Cases. The DIP Liens and the Adequate Protection Liens shall not be subject to sections 510, 549, 550 or 551 of the Bankruptcy Code or, upon entry of the Final Order, the "equities of the case" exception of section 552 of the Bankruptcy Code or section 506(c) of the Bankruptcy Code. The MACH Gen Entities shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the Collateral, except as permitted by the DIP Loan Documents or as approved by the Court.

14. Priority of DIP Liens. The DIP Liens (a) shall constitute first-priority security interests in and liens upon all Collateral that is not otherwise subject to any valid, perfected, enforceable and nonavoidable lien in existence as of the Petition Date, pursuant to section 364(c)(2) of the Bankruptcy Code; and (b) shall, pursuant to section 364(c)(3) and 364(d)(1) of the Bankruptcy Code, be senior to and prime all other liens and security interests in the DIP Collateral, including, without limitation, the Prepetition First Liens and the Adequate Protection Liens, and shall be junior only to any pre-existing liens as of the Petition Date of a third party, but solely to the extent that such liens and security interests were, in each case, as of the Petition Date (x) valid, enforceable, perfected and non-avoidable liens or were perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, and (y) expressly permitted by the terms of First Lien Financing Documents and senior to the Prepetition First Liens (the "Senior Third Party Liens").

15. Automatic Effectiveness of Liens. The automatic stay imposed under section 362(a) of the Bankruptcy Code is hereby vacated and modified to permit the MACH Gen Entities to grant (or continue to grant) the liens and security interests to the First Lien Agent, the First Lien Lender, the DIP Agent and the DIP Lenders contemplated by this Interim Order and the other DIP Loan Documents.

16. Automatic Perfection of DIP Liens. The DIP Liens granted pursuant to this Interim Order shall constitute valid, enforceable, nonavoidable and duly perfected first priority security interests and liens, and the DIP Agent and DIP Lenders shall not be required to file or serve financing statements, notices of lien, mortgage deeds, deeds of trust or similar instruments which otherwise may be required under federal, state or local law in any jurisdiction, or take any action, including taking possession, to validate and perfect such security interests and liens; and

the failure by the MACH Gen Entities to execute any documentation relating to the DIP Liens shall in no way affect the validity, enforceability, perfection or priority of such liens. The DIP Agent and the DIP Lenders are hereby authorized, but not required, to file or record financing statements, trademark filings, copyright filings, mortgages, deeds of trust, notices of lien or similar instruments in any jurisdiction or take any other action in order to validate and perfect the liens and security interests granted to them hereunder. Whether or not the DIP Agent or the DIP Lenders shall, in their sole discretion, choose to file such financing statements, trademark filings, copyright filings, mortgages, deeds of trust, notices of lien or similar instruments or otherwise confirm perfection of the liens and security interests granted to them hereunder, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, nonavoidable and not subject to challenge, dispute or subordination, at the time and as of the date of entry of this Interim Order. Upon the request of the DIP Lenders, the MACH Gen Entities, without any further consent of any party, are authorized to take, execute and deliver such instruments (in each case without representation or warranty of any kind except as set forth in the DIP Loan Documents) to enable the DIP Agent or the DIP Lenders to further validate, perfect, preserve and enforce the DIP Liens. A certified copy of this Interim Order may be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, deeds of trust, notices of lien or similar instruments, and all filing offices are hereby authorized and directed to accept such certified copy of this Interim Order for filing and recording.

17. Other Automatic Perfection Matters. To the extent that the First Lien Agent (or any affiliate) is the secured party under any account control agreements, listed as loss payee under any of MACH Gen's insurance policies or is the secured party under any First Lien Financing Document, the DIP Agent, on behalf of the DIP Lenders, is also deemed to be the

secured party under such account control agreements, loss payee under MACH Gen's insurance policies and the secured party under each such First Lien Financing Document, and shall have all rights and powers in each case attendant to that position (including, without limitation, rights of enforcement), and shall act in that capacity and distribute any proceeds recovered or received in accordance with the terms of this Interim Order and/or the Final Order, as applicable, and the other DIP Loan Documents. The First Lien Agent shall serve as agent for the DIP Agent for purposes of perfecting the DIP Agent's security interests in and liens on all Collateral that is of a type such that perfection of a security interest therein may be accomplished only by possession or control by a secured party.

18. Automatic Perfection of Adequate Protection Liens. The Adequate Protection Liens granted pursuant to this Interim Order shall constitute valid, enforceable, nonavoidable and duly perfected security interests and liens, and the First Lien Agent and First Lien Lenders (collectively, the "Adequate Protection Parties") shall not be required to file or serve financing statements, mortgage deeds, deeds of trust, notices of lien or similar instruments which otherwise may be required under federal, state or local law in any jurisdiction, or take any action, including taking possession, to validate and perfect such security interests and liens; and the failure by the MACH Gen Entities to execute any documentation relating to the Adequate Protection Liens shall in no way affect the validity, enforceability, perfection or priority of such liens. The Adequate Protection Parties are hereby authorized, but not required, to file or record financing statements, trademark filings, copyright filings, mortgages, deeds of trust, notices of lien or similar instruments in any jurisdiction or take any other action in order to validate and perfect the liens and security interests granted to them hereunder. Whether or not the Adequate Protection Parties shall, in their sole discretion, choose to file such financing statements, trademark filings,

copyright filings, mortgages, deeds of trust, notices of lien or similar instruments or otherwise confirm perfection of the liens and security interests granted to them hereunder, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, nonavoidable and not subject to challenge, dispute or subordination, at the time and as of the date of entry of this Interim Order. Upon the request of the First Lien Lenders, the MACH Gen Entities, without any further consent of any party, are authorized to take, execute and deliver such instruments (in each case without representation or warranty of any kind except as set forth in the DIP Loan Documents) to enable the applicable Adequate Protection Party to further validate, perfect, preserve and enforce the Adequate Protection Liens. A certified copy of this Interim Order may be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, deeds of trust, notices of lien or similar instruments, and all filing offices are hereby authorized and directed to accept such certified copy of this Interim Order for filing and recording.

19. DIP Superpriority Claims. In addition to the liens and security interests granted to the DIP Agent on behalf of the DIP Lenders pursuant to this Interim Order, subject to the Carve-Out (solely upon the occurrence of a Termination Date), and in accordance with sections 364(c)(1), 503 and 507 of the Bankruptcy Code, all of the DIP Obligations (including, without limitation, all DIP Loans) shall constitute allowed superpriority administrative expense claims (the "DIP Superpriority Claims") with priority over any and all administrative expenses of MACH Gen, whether heretofore or hereafter incurred, of the kind specified in, or ordered pursuant to, sections 105, 326, 328, 330, 331, 364, 365, 503(b), 506(c) (subject to entry of the Final Order), 507(a), 507(b), 726, 1113, 1114 or any other provisions of the Bankruptcy Code, and which DIP Superpriority Claims shall be payable from and have recourse to all prepetition

and postpetition property of MACH Gen, including, but not limited to, the Avoidance Actions (subject to entry of the Final Order), and all proceeds thereof.

20. Adequate Protection Liens and Adequate Protection Superpriority Claims. The Adequate Protection Parties are hereby granted the following adequate protection (collectively, the "Adequate Protection Obligations"):

(a) In each case to secure an amount equal to the aggregate post-petition diminution in value (which shall be calculated in accordance with Bankruptcy Code section 506(a)) of the interests of the Adequate Protection Parties in the Prepetition Collateral (including the Cash Collateral), including without limitation any such diminution in value resulting from depreciation, physical deterioration, use, sale, loss or decline in market value of the Prepetition Collateral, the priming of the First Lien Agent's (on behalf of the First Lien Lenders) security interests and liens in the Prepetition Collateral, and/or the imposition of the automatic stay under section 362 of the Bankruptcy Code, or otherwise, the First Lien Agent, on behalf of the First Lien Lenders, shall receive:

(i) valid, enforceable, nonavoidable and fully perfected, postpetition security interests in and liens (effective and perfected upon the date of entry of this Interim Order and without the necessity of execution by the MACH Gen Entities (except to the extent so requested by the First Lien Agent) of mortgages, deeds of trust, security agreements, pledge agreements, financing statements, and other agreements or instruments) on the Collateral, including, but not limited to, Cash Collateral (the "Adequate Protection Liens"), which liens shall be junior and subject only to the DIP Liens and any Senior Third Party Liens and, solely upon the occurrence of a Termination Date, payment of the Carve-Out in accordance with the terms and conditions set forth in this Interim Order; and

(ii) superpriority administrative expense claims under Bankruptcy Code section 507(b) (the "Adequate Protection Superpriority Claims"; and together with the DIP Superpriority Claims, the "Superpriority Claims") which claims shall be junior and subject only to the DIP Superpriority Claims and, solely upon the occurrence of a Termination Date, payment of the Carve-Out in accordance with the terms and conditions set forth in this Interim Order, and which shall have priority in payment, subject to entry of a Final Order, over any and all other administrative expenses of the kinds specified in or ordered pursuant to Bankruptcy Code sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (subject to the entry of a Final Order), 507(a), 507(b), 546(c), 546(d), 552, 1113 and 1114, whether or not such expenses or claims arise in the Chapter 11 Cases or in any subsequent cases or proceedings under the Bankruptcy Code that may result therefrom; and

(b) Reimbursement from MACH Gen, without further order of this Court, (x) promptly upon the entry of this Interim Order, of all amounts set forth in any outstanding invoices received by the Debtors at least two (2) days prior to the entry of this Interim Order and (y) thereafter, when due, of all accrued and unpaid reasonable professional fees and expenses (regardless of whether such fees and expenses were incurred before or after the Petition Date) payable to the First Lien Agent and the First Lien Lenders and the DIP Agent and DIP Lenders (without duplication) pursuant to the terms of the First Lien Prepetition Loan Documents, the DIP Documents and the RSA (limited to White & Case LLP, one local Delaware counsel, and, if required, one (1) local counsel in each relevant jurisdiction and one (1) financial advisor (collectively, the "Lender Professionals"). At the same time such invoices are delivered to the Debtors, the professionals shall deliver a copy of their respective invoices to counsel for any statutory Committee and the U.S. Trustee. The invoices for such fees and expenses shall not be

required to comply with any particular format, may be in summary form only, but shall at least include a general, brief description of the nature of the matters worked on, a list of the professionals who worked on the matter, their hourly rate (if such professionals bill at an hourly rate) and the number of hours each professional billed; provided, however, that any such invoice may be redacted to protect privileged, confidential, or proprietary information. The invoices shall not be subject to application or allowance by the Court. The Debtors shall pay the reasonable and documented accrued and unpaid out-of-pocket professional fees and expenses provided for in this Section 19(a)(iii) within ten (10) days following the presentment of any invoices therefor to the Debtors, counsel to any Committee, and the U.S. Trustee. Any written objection raised by the Debtors, the United States Trustee or any statutory Committee with respect to such invoices (with notice provided to the DIP Agent and to the respective Lender Professional) within ten (10) business days of receipt thereof will be resolved by the Court (absent prior consensual resolution thereof). Pending such resolution, the undisputed portion of any such invoice shall be promptly paid by the Debtors. Such fees and expenses shall not be subject to the Approved Budget and shall not be subject to any offset, defense, claim, counterclaim or diminution of any type, kind or nature whatsoever.

(c) All interest, fees (including letter of credit fees and the Exit Fee), costs, and expenses shall continue to accrue and shall be payable to the extent, and at the rates, provided for in First Lien Financing Documents on the Effective Date of the Acceptable Plan or as otherwise provided in the First Lien Financing Documents.

(d) The use of Cash Collateral, for any purpose, shall constitute post-petition diminution in value of the First Lien Lenders' interest in the Collateral and shall entitle the First Lien Lenders (or the First Lien Agent on behalf of the First Lien Lenders) to dollar-for-dollar

Adequate Protection Liens and Adequate Protection Superpriority Claims, in accordance with the terms of this Interim Order. Nothing herein shall impair or modify the application of Bankruptcy Code section 507(b) in the event that the adequate protection provided to the Adequate Protection Parties hereunder is insufficient to compensate for any post-petition diminution in value of the interests of the Adequate Protection Parties in the Prepetition Collateral during the Chapter 11 Cases or any successor cases.

(e) Each Prepetition First Lien Lender is also authorized to terminate the RSA, as to itself, and to exercise all of its rights thereunder, in accordance with the terms of the RSA irrespective of the automatic stay which, to the extent it might apply, is hereby modified to permit such termination and the exercise by each Prepetition First Lien Lender of its rights under the RSA.

21. Carve-Out. (a) Upon the DIP Agent's issuance of a Default Notice (as defined below), all liens, claims and other security interests held by any party, including the Superpriority Claims, the Adequate Protection Liens, the DIP Liens, and the Prepetition First Liens, shall be subject to the payment of the Carve-Out. For purposes of this Order, the "Carve-Out" shall mean, collectively: (a) fees pursuant to 28 U.S.C. § 1930(a)(6) and 28 U.S.C. § 156(c); (b) the payment of fees and expenses of up to $50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code; and (c)(x) unpaid fees and expenses of professionals retained by the MACH Gen Entities pursuant to section 327 or 328 of the Bankruptcy Code or by any Committee pursuant to section 1103 of the Bankruptcy Code (collectively, the "Professionals") incurred and accruing after the date the DIP Agent issues a Default Notice, to the extent such fees and expenses are allowed by the Court, in an aggregate amount (excluding any incurred and unpaid professional fees and expenses of any of the agents or lenders payable pursuant to this

Interim Order) not in excess of $1,000,000, collectively, with respect to the MACH Gen Entities' Professionals and the Professionals of any Committee (the "Professionals' Carve-Out Cap") and (y) unpaid Professionals' fees and expenses incurred and accruing prior to or on the date upon which the DIP Agent issues a Default Notice, but only to the extent such unpaid fees and expenses are, with respect to each Professional, set forth in the Approved Budget and are allowed by the Court; provided, however, that the Professionals' Carve-Out Cap shall be reduced, dollar-for-dollar, by the amount of any fees and expenses incurred and accruing by MACH Gen and paid to the applicable Professionals following delivery of a Default Notice to MACH Gen. Notwithstanding the foregoing, so long as a Default Notice has not been issued, MACH Gen shall be permitted to pay fees to estate professionals and reimburse expenses incurred by estate professionals to the extent set forth in the Approved Budget and that are allowed by the Court and payable under sections 328, 330 and 331 of the Bankruptcy Code and compensation procedures approved by the Court and in form and substance reasonably acceptable to the MACH Gen Entities and the First Lien Lenders, as the same may be due and payable, and the same shall not reduce the Professionals' Carve-Out Cap. In any event, the DIP Lenders and the First Lien Lenders reserve the right to review and object to any fee statement, interim application or monthly application issued or filed by estate professionals. Notwithstanding any provision of this Interim Order, any Final Order or the DIP Loan Documents to the contrary, the DIP Loans shall not be used to fund aggregate cumulative expenditures for restructuring professional fees of MACH Gen or any Committee that exceed the maximum amount with respect thereto set forth in the Approved Budget (after giving effect to any Permitted Variance). For the avoidance of doubt, the foregoing shall not apply to any expenditures for restructuring professional fees that are not set forth in the Approved Budget and

that are paid pursuant to the Plan and in accordance with a court order approving such professionals' retention (including, without limitation, any success or transaction fees).

(b) The payment of any allowed Professional fees and expenses pursuant to the Carve-Out shall not, and shall not be deemed to (i) reduce any Debtor's obligations owed to the DIP Agent, the DIP Lenders, the First Lien Agent and the First Lien Lenders (whether under this Interim Order or otherwise) or, (ii) other than as necessary to permit the payment of such Professional fees and expenses (in each case, subject to the terms of and as expressly provided in this Interim Order with respect to the Carve-Out), modify, alter or otherwise affect any of the liens and security interests of such parties (whether granted under this Interim Order or otherwise) in the Prepetition Collateral or the DIP Collateral (or their claims against the Debtors). The DIP Agent, the DIP Lenders, the First Lien Agent and the First Lien Lenders shall not be responsible for the direct payment or reimbursement of any allowed Professional fees and expenses, or any fees or expenses of the U.S. Trustee or Clerk of the Court (or of any other entity) incurred in connection with the Chapter 11 Cases or any successor case, and nothing in this Interim Order or otherwise shall be construed to obligate such parties in any way to pay such compensation or to reimburse such expenses.

22. Limitations on Use of Cash Collateral, etc. The MACH Gen Entities shall not assert or prosecute, and no portion of the DIP Facility, the Collateral (including the Prepetition Collateral and the Cash Collateral), or the Carve-Out, and no disbursements set forth in the Approved Budget, shall be used for the payment of professional fees, disbursements, costs or expenses incurred by any party in interest in connection with (a) asserting or prosecuting any claims, causes of action, or Challenge (as defined in paragraph 33) against the First Lien Agent or First Lien Lenders, or (b) asserting any Challenge or raising any defenses to the First Lien

Prepetition Obligations, the DIP Obligations, the Prepetition First Liens or the DIP Liens; provided, however, that not more than $25,000 in the aggregate of proceeds of the Carve-Out, any Cash Collateral or any proceeds of the DIP Facility or the Collateral may be used to pay any allowed fees of the Committee or professionals retained by the Committee and incurred in connection with investigating (but not preparing, initiating or prosecuting) the matters covered by the stipulations contained in paragraph F of this Interim Order (the "Investigation Budget").

23. 506(c) Waiver; Marshaling. Upon the entry of the Final Order, the MACH Gen Entities (on behalf of themselves and their estates) shall irrevocably waive, and shall be prohibited from asserting, any surcharge claim under section 506(c) of the Bankruptcy Code or otherwise for any costs and expenses incurred in connection with the preservation, protection or enhancement of, or realization by the First Lien Lenders upon, the Collateral. In no event shall the DIP Agent, the DIP Lenders, the First Lien Agent or the First Lien Lenders be subject to the equitable doctrine of marshaling or any similar doctrine with respect to the Collateral.

24. Restrictions on Granting Post-Petition Liens; Collateral Rights; Limitations in Respect of Subsequent Court Orders and Subordination of Liens. Except for the Carve-Out or as otherwise expressly set forth in this Interim Order, it shall constitute an Event of Default if any of the MACH Gen Entities incurs or requests authority to incur a claim or grants a lien (or a claim or lien is allowed) having a priority superior to or *pari passu* with those granted pursuant to this Interim Order to the First Lien Agent on behalf of the First Lien Lenders at any time during which any portion of the DIP Facility, the DIP Obligations, the Prepetition Revolving Credit Facility, the Prepetition Term Loan Facility, the First Lien Prepetition Obligations, or the Adequate Protection Obligations owing to the First Lien Lenders remains outstanding. Without limiting any other provisions and protections of this Interim Order, unless the DIP Agent and the

First Lien Agent have provided their prior written consent, there shall not be entered in these proceedings, or in any Successor Case, any order which authorizes the obtaining of credit or the incurring of indebtedness that is secured by a security, mortgage, or collateral interest or other lien on all or any portion of the Collateral and/or entitled to priority administrative status which is superior to or *pari passu* with those granted pursuant to this Interim Order for any purpose other than as set forth in the Approved Budget. Without limiting the provisions and protections of this paragraph 24, if at any time prior to the indefeasible repayment and satisfaction in full and in cash of all DIP Obligations and all First Lien Prepetition Obligations, including the satisfactory cash collateralization of all issued and outstanding Revolving Letters of Credit in accordance with the First Lien Financing Documents and the DIP Loan Documents, including subsequent to the confirmation of any plan of reorganization (including an Acceptable Plan), with respect to the MACH Gen Entities or their estates, any trustee, any examiner with enlarged powers or any responsible officer subsequently appointed, shall obtain credit or incur debt in violation of this Interim Order or the other DIP Loan Documents, then all of the cash proceeds derived from such credit or debt and all Cash Collateral shall be immediately be turned over to the DIP Agent or the First Lien Agent, as the case may be, for application in accordance with this Interim Order, the DIP Loan Documents and the First Lien Financing Documents, as applicable, and under applicable law.

25. Binding Nature of Order. The provisions of this Interim Order shall be binding upon the MACH Gen Entities and their respective successors and assigns (including, without limitation, any trustee or other fiduciary hereafter elected or appointed for or on behalf of any MACH Gen Entity's estate or with respect to its property).

26. Survival of Order. With respect to the DIP Lenders and the First Lien Lenders only, the provisions of this Interim Order and any actions taken pursuant thereto (a) shall survive the entry of any order: (i) confirming any plan of reorganization in any of the Chapter 11 Cases; (ii) converting any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code; or (iii) dismissing any of the Chapter 11 Cases; and (b) shall continue in full force and effect notwithstanding the entry of any such order, and the claims, liens, and security interests granted pursuant to this Interim Order shall maintain their priority as provided by this Interim Order until all of the DIP Obligations are indefeasibly paid in full and discharged in accordance with the DIP Loan Documents. The DIP Obligations shall not be discharged by the entry of any order confirming any plan of reorganization in any of the Chapter 11 Cases that does not provide for the payment in full and in cash of the DIP Obligations, and upon the entry of any such order, the MACH Gen Entities shall, and shall be deemed to, waive any such discharge pursuant to section 1141(d)(4) of the Bankruptcy Code, unless alternative treatment of the DIP Obligations is agreed to in an Acceptable Plan (but only if such Acceptable Plan is confirmed and becomes effective).

27. Protection under Section 364(e) of the Bankruptcy Code. If any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacatur or stay shall not affect (i) the validity of any DIP Obligations or Adequate Protection Obligations owing to the DIP Agent, the DIP Lenders, the First Lien Agent or the First Lien Lenders incurred prior to the actual receipt by the DIP Lenders and the First Lien Lenders of written notice of the effective date of such reversal, modification, vacation or stay, or (ii) the validity or enforceability of any claim, lien, security interest or priority authorized or created hereby or pursuant to the DIP Loan Documents with respect to any DIP Obligations or Adequate Protection Obligations owing to the DIP Agent, the DIP Lenders, the First Lien Agent

or the First Lien Lenders. Notwithstanding any such reversal, modification, vacatur or stay, any use of Cash Collateral or the incurrence of DIP Obligations or Adequate Protection Obligations owing to the First Lien Lenders and the First Lien Agent by MACH Gen prior to the actual receipt by the First Lien Lenders of written notice of the effective date of such reversal, modification, vacatur, or stay, shall be governed in all respects by the provisions of this Interim Order, and the DIP Lenders, the DIP Agent, the First Lien Lenders, and the First Lien Agent shall be entitled to all of the rights, remedies, protections and benefits granted under section 364(e) of the Bankruptcy Code, this Interim Order and the other DIP Loan Documents with respect to all uses of Cash Collateral and the incurrence of DIP Obligations and Adequate Protection Obligations owing to First Lien Lenders and First Lien Agent.

28. Termination of DIP Facility. MACH Gen's right to use the DIP Facility and Cash Collateral shall terminate immediately upon the earliest of (i) the DIP Loan Maturity Date and (ii) five (5) calendar days following delivery of written notice (the "Default Notice," and such period of time, the "Default Notice Period") via electronic mail and facsimile by the DIP Lenders or the DIP Agent to counsel to MACH Gen, counsel to the First Lien Lenders, the U.S. Trustee, counsel to the Committee (if any) and any other official committee appointed in the Chapter 11 Cases, of the occurrence of an Event of Default (as defined below) (the date of such termination pursuant to clauses (i) or (ii) above, the "Termination Date").

29. Events of Default. Except as otherwise provided in this Interim Order or to the extent the First Lien Lenders may otherwise agree in writing, any violation of any of the terms of this Interim Order or any occurrence of an "Event of Default" under and as defined in Section 6.01 of the DIP Credit Agreement shall constitute an event of default (each, an "Event of

Default"). Interest, including, where applicable, default interest, shall accrue and be paid as set forth in the DIP Credit Agreement.

30. Modification of Stay; Rights and Remedies Upon Termination.

(a) Subject to paragraph 28 of this Interim Order, upon the occurrence of a Termination Date, the automatic stay provisions of section 362 of the Bankruptcy Code shall be automatically vacated and modified to the extent necessary to permit the DIP Agent, the DIP Lenders, the First Lien Agent and/or the First Lien Lenders, as applicable, to exercise all rights and remedies provided in this Interim Order, the DIP Loan Documents or the First Lien Financing Documents, as applicable, and to take any or all of the following actions without further order of or application to this Court: (i) immediately terminate MACH Gen's use of Cash Collateral and cease making any DIP Loans to MACH Gen; (ii) immediately declare all DIP Obligations to be immediately due and payable; (iii) immediately terminate the DIP Facility and the availability of any DIP Loans thereunder; (iv) immediately set off any and all amounts in accounts maintained by the MACH Gen Entities with (or subject to a security interest in favor of) the DIP Agent, the DIP Lenders, the First Lien Agent, or the First Lien Lenders, as applicable, against the DIP Obligations or the First Lien Prepetition Obligations, or otherwise enforce rights against the Collateral in the possession of, or subject to a lien in favor of the DIP Agent, the DIP Lenders, the First Lien Agent, or the First Lien Lenders, as applicable, in each case for application towards the DIP Obligations or the First Lien Prepetition Obligations, as applicable; (v) upon the occurrence of an Event of Default resulting from a Talen/Company Walkaway, to exercise the First Lien Step-In Right; and (vi) take any other actions or exercise any other rights or remedies permitted under this Interim Order, the DIP Loan Documents, the First Lien Financing Documents or applicable law to effect the repayment of the DIP Obligations

and the First Lien Prepetition Obligations. The automatic stay under section 362(a) of the Bankruptcy Code shall be automatically vacated and modified as provided above, unless and until, during the Default Notice Period, the Court has determined that an Event of Default has not occurred and/or is not continuing. Any party in interest's sole recourse with respect to opposing such modification of the automatic stay under section 362(a) of the Bankruptcy Code shall be to contest the occurrence and/or continuance of an Event of Default. During the Default Notice Period, the MACH Gen Entities shall (x) have no right to use any proceeds of the DIP Facility or the Cash Collateral, or any right to request advances under the DIP Facility, other than (i) with the consent of the DIP Lenders and the First Lien Lenders, or (ii) to contest the occurrence and/or continuance of the an Event of Default and (y) be entitled to an emergency hearing before the Court, with proper notice to the DIP Lenders and the First Lien Lenders, solely for the purpose of contesting whether an Event of Default has occurred and/or is continuing.

(b) Upon the occurrence of an Event of Default resulting from a Talen/Company Walkaway, (x) the MACH Gen Entities' exclusive right to file and solicit acceptance of a plan of reorganization shall be deemed automatically modified without further court order solely to allow the First Lien Lenders to exercise the First Lien Step-In Right, including, without limitation, to make any modifications to, and to prosecute confirmation of, an Acceptable Plan, as provided in the RSA and (y) the MACH Gen Entities shall cooperate in good faith with the First Lien Lenders as reasonably necessary to allow the First Lien Lenders to exercise the First Lien Step-In Right and seek confirmation and consummation of an Acceptable Plan, including, without limitation, by promptly providing the First Lien Lenders with prompt access to any documents, information, and employees and/or physical access to any facility or

property necessary for executing the First Lien Step-In Right and/or for seeking confirmation or consummation of an Acceptable Plan.

(c) The rights and remedies of the DIP Agent, the DIP Lenders, the First Lien Agent and the First Lien Lenders specified herein are cumulative and not exclusive of any rights or remedies that the DIP Agent, the DIP Lenders, the First Lien Agent and/or the First Lien Lenders may respectively have under the DIP Loan Documents or the First Lien Financing Documents, or otherwise. The MACH Gen Entities shall cooperate fully with the DIP Agent, the DIP Lenders, the First Lien Agent and the First Lien Lenders, respectively, in their exercise of rights and remedies, whether against the Collateral or otherwise.

31. Limitations on Borrowings. It shall constitute an Event of Default if any of the MACH Gen Entities, the Committee, or any of the members of the Committee seeks authorization for the MACH Gen Entities or their estates to borrow money from any person other than the DIP Lenders to the extent that the repayment of such borrowings is to be secured pursuant to section 364(d)(1) of the Bankruptcy Code by a security interest, lien or mortgage that is senior to or *pari passu* with any of the security interests, liens or mortgages held by the DIP Agent on behalf of the DIP Lenders or the First Lien Agent on behalf of the First Lien Lenders, including the Adequate Protection Liens, the Prepetition First Liens, and the DIP Liens, unless in connection with such borrowings the DIP Obligations and any remaining First Lien Prepetition Obligations (including, any Yield Maintenance Fees (as such term is defined in the First Lien Credit Agreement or the DIP Credit Agreement, as applicable)) are indefeasibly paid in full in cash (including the satisfactory cash collateralization of all issued and outstanding Revolving Letters of Credit in accordance with the First Lien Financing Documents and the DIP Loan Documents) as a condition to the closing of such borrowings.

32. Modifications of DIP Loan Documents and Budgets. The MACH Gen Entities are hereby authorized, without further order of this Court, to enter into agreements with the DIP Agent, the DIP Lenders, the First Lien Agent and First Lien Lenders providing for any non-material modifications to the Approved Budget or the DIP Loan Documents, or of any other modifications to the DIP Loan Documents necessary to conform the terms of the DIP Loan Documents to this Interim Order; provided, however, that the MACH Gen Entities shall provide notice of any material modification or amendment to the Approved Budget or the DIP Loan Documents that is adverse to the MACH Gen Entities' estates to counsel to any Committee, counsel to the First Lien Lenders, and the U.S. Trustee, each of whom shall have five (5) days from the date of such notice within which to object in writing to such modification or amendment. If any Committee, the U.S. Trustee, or the First Lien Lenders timely objects to any such material modification or amendment to the Approved Budget or the DIP Loan Documents, such modification or amendment shall only be permitted pursuant to an order of this Court.

33. Stipulations Regarding First Lien Prepetition Obligations and Prepetition First Liens Binding on Parties in Interest. The stipulations and admissions contained in this Interim Order, including, without limitation, in recital paragraph F of this Interim Order, shall be binding on the MACH Gen Entities' estates and all parties in interest, including, without limitation, all Committees, unless (a) any Committee, or another party in interest (other than any of the MACH Gen Entities) with standing and requisite authority, has timely commenced a contested matter or adversary proceeding (subject to the limitations set forth in paragraph 22 hereof, including the Investigation Budget) (a "Challenge") challenging the amount, validity or enforceability of the First Lien Prepetition Obligations or the perfection or priority of the Prepetition First Liens, or otherwise asserting any objections, claims or causes of action on

behalf of the MACH Gen Entities' estates against the First Lien Lenders relating to the First Lien Prepetition Obligations or the Prepetition First Liens no later than on or before either (i) if no Committee has been appointed, the earlier of (A) 75 days from the Petition Date and (B) the date on which objections to confirmation of MACH Gen's Chapter 11 plan or plans of reorganization for one or more of the MACH Gen Entities are due, or (ii) if a Committee has been appointed, the earlier of (A) 60 days after such Committee is appointed and (B) the date on which objections to confirmation of MACH Gen's Chapter 11 plan or plans of reorganization for one or more of the MACH Gen Entities are due, and (b) to the extent the Court rules in favor of the plaintiff in any such timely and properly filed Challenge. If no such Challenge is timely commenced as of such date then, without further order of the Court, (x) the claims, liens and security interests of the First Lien Agent and the First Lien Lenders shall, without further order of the Court, be deemed to be finally allowed for all purposes in the Chapter 11 Cases and any subsequent Chapter 7 cases and shall not be subject to challenge or objection by any party in interest as to validity, priority, amount or otherwise, and (y) without further order of the Court, the MACH Gen Entities and their estates shall be deemed to have released any and all claims or causes of action against the First Lien Lenders with respect to the First Lien Financing Documents or any related transactions. Notwithstanding anything to the contrary herein, if no Challenge is timely commenced, the stipulations contained in paragraph F of this Interim Order shall be binding on the MACH Gen Entities' estates, any Committee and all parties in interest. If a Challenge is timely commenced, the stipulations contained in paragraph F of this Interim Order shall be binding on the MACH Gen Entities' estates and all parties in interest except to the extent such stipulations are specifically challenged in such Challenge, as and when originally filed (ignoring any relation back principles); provided, that if and to the extent a

Challenge is withdrawn, denied or overruled, the stipulations specifically challenged in such Challenge also shall be binding on the MACH Gen Entities' estates and all parties in interest.

34. Waiver of Requirement to File Proofs of Claim.

(a) The DIP Agent and the DIP Lenders shall not be required to file proofs of claim in the Chapter 11 Cases or any Successor Case in order to maintain their claims for payment of principal, interest, fees, expenses and other amounts owing in respect of the DIP Obligations under, and as provided in, the DIP Loan Documents. The statements of claim in respect of the DIP Obligations set forth in this Interim Order, together with the evidence accompanying the Motion and presented at the Interim Hearing are deemed sufficient to and do constitute proofs of claim in respect of such obligations and such secured status.

(b) The First Lien Agent and the First Lien Lenders shall not be required to file proofs of claim in the Chapter 11 Cases or any Successor Case in order to maintain their claims for payment of principal, interest, fees, expenses and other amounts owing in respect of the First Lien Prepetition Obligations under, and as provided in, the First Lien Financing Documents. The statements of claim in respect of the First Lien Prepetition Obligations set forth in this Interim Order, together with the evidence accompanying the Motion and presented at the Interim Hearing are deemed sufficient to and do constitute proofs of claim in respect of such obligations and such secured status.

35. Final Hearing. The Final Hearing is scheduled for _____ __, 2018, at __:00_.m. (prevailing Eastern Time) before this Court. Any objections by creditors or other parties in interest to any provisions of this Interim Order shall be deemed waived unless timely filed and served in accordance with this paragraph 35. MACH Gen shall promptly serve notice of entry of this Interim Order and the Final Hearing on the appropriate parties in interest in

accordance with the Bankruptcy Rules and the Local Rules. Without limiting the foregoing, MACH Gen shall promptly serve a notice of entry of this Interim Order and the Final Hearing, together with a copy of this Interim Order, by first class mail, postage prepaid, facsimile, electronic mail or overnight mail upon the Notice Parties. The notice of the entry of this Interim Order and the Final Hearing shall state that objections to the entry of a Final Order shall be filed with the United States Bankruptcy Court for the District of Delaware by no later than 5:00 p.m. (prevailing Eastern Time) on _____ __, 2018 (the "Objection Deadline").

36. DIP Agent and First Lien Agent Authorization. Notwithstanding any provision of the First Lien Financing Documents or the DIP Loan Documents, each of the DIP Agent and First Lien Agent is hereby authorized to make any and all account transfers requested by MACH Gen in accordance with the Approved Budget, and is further authorized to take any other action reasonably necessary to implement the terms of this Interim Order.

37. Subordination of Certain Tax Allocation Claims. The following subordination provisions (collectively, the "Tax Claim Subordination") constitute essential consideration for the DIP Agent and the DIP Lenders' entry into the DIP Facility and are an integral element of the First Lien Agent and First Lien Lenders' adequate protection.

(a) For all purposes, the liabilities and obligations under this Interim Order, the Final Order, the other DIP Loan Documents and the First Lien Financing Documents shall be senior in priority and right to payment to any Tax Allocation Claims.

(b) Any rights to payment on account of the Tax Allocation Claims are subordinated to the DIP Agent's, DIP Lenders, Prepetition Agent, and Prepetition First Lien Lenders' right to payment in full in cash of the obligations under the DIP Credit Agreement, this Interim Order, the Final Order, and the First Lien Credit Agreement. No legal or beneficial owner of a Tax

Allocation Claim (a "Tax Allocation Claimant") shall accept or receive payments or other distributions on account of any Tax Allocation Claim (including, without limitation, under any plan of reorganization, plan of liquidation or otherwise, whether in cash or other property and whether received directly, indirectly or by set-off, counterclaim or otherwise) from any of the Debtors prior to the date that all DIP Obligations, Adequate Protection Obligations, and Prepetition First Lien Obligations have been indefeasibly paid in full in cash and all commitments related to the DIP Loan and the Prepetition First Lien Loan have terminated (the "Satisfaction of the Senior Obligations").

(c) So long as the Satisfaction of Senior Obligations has not occurred, any payments or other distributions on account of a Tax Allocation Claim (whether or not expressly characterized as such) received by a Tax Allocation Claimant shall be segregated and held in trust and forthwith paid over to the DIP Agent or the First Lien Agent for the benefit of the DIP Lenders and/or the First Lien Lenders, as applicable, in the same form as received, with any necessary endorsements or as a court of competent jurisdiction may otherwise direct.

(d) No Tax Allocation Claimant shall take any action or cause any action to be taken to recover in connection with the Tax Allocation Claims, or otherwise enforce or exercise remedies with respect to a Tax Allocation Claim prior to the Satisfaction of the Senior Obligations.

(e) No Tax Allocation Claimant shall take or cause to be taken any action the purpose or intent of which could directly or indirectly interfere, hinder or delay, in any manner, whether by judicial proceedings or otherwise, any action to enforce any DIP Obligation, Adequate Protection Obligation, or Prepetition First Lien Obligation.

38. No Modification of Interim Order. The MACH Gen Entities irrevocably waive any right to seek any amendment, modification or extension of this Interim Order without the prior written consent of the DIP Lenders and the First Lien Lenders and no such consent shall be implied by any action, inaction or acquiescence of the DIP Lenders or the First Lien Lenders

39. Rights Preserved. Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly (a) the DIP Agent's, the DIP Lenders', the First Lien Agent's or the First Lien Lenders' right to seek any other or supplemental relief in respect of MACH Gen, including the right to seek additional adequate protection, as applicable, subject to the terms of the RSA, (b) any of the rights of the DIP Agent, DIP Lender, the First Lien Agent or the First Lien Lenders under the Bankruptcy Code or applicable nonbankruptcy law. Nothing contained herein shall be deemed a finding by the Court or an acknowledgement by the First Lien Agent or the First Lien Lenders that the adequate protection granted herein does in fact adequately protect the First Lien Agent or the First Lien Lenders against any diminution in value of the Prepetition Collateral.

40. Priority of Terms. To the extent of any conflict between or among (a) the Motion, any other order of this Court (other than the Final Order), or any other agreements, on the one hand, and (b) the terms and provisions of this Interim Order, on the other hand, the terms and provisions of this Interim Order shall govern.

41. Entry of Interim Order; Effect. This Interim Order shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof, notwithstanding the possible application of Fed. R. Bankr. P. 6004(h), 7062, 9014, or otherwise, and the Clerk of

this Court is hereby directed to enter this Interim Order on this Court's docket in the Chapter 11 Cases.

42. Limitation of Liability. In determining to make any DIP Loans, permitting the use of Cash Collateral, or in exercising any rights or remedies as and when permitted pursuant to this Interim Order (or any Final Order), the DIP Loan Documents, or the First Lien Financing Documents, none of the DIP Agent, the DIP Lenders, the First Lien Agent or the First Lien Lenders shall be deemed to be in control of the operations of the MACH Gen Entities or any affiliate (as defined in section 101(2) of the Bankruptcy Code) of the MACH Gen Entities, or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the MACH Gen Entities or any affiliate of the MACH Gen Entities (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601 et seq., as amended, or any similar federal or state statute). Furthermore, nothing in this Interim Order, the DIP Loan Documents, or the First Lien Financing Documents shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agent, the DIP Lenders, the First Lien Agent or the First Lien Lenders of any liability for any claims arising from the prepetition or postpetition activities of the MACH Gen Entities or any affiliate of the MACH Gen Entities.

43. Cash Management. Subject to paragraph 9 of this Interim Order, the MACH Gen Entities shall not seek approval of any cash management system without the prior approval of the DIP Lenders and the First Lien Lenders, which consent shall not be unreasonably withheld, and any order approving such cash management system shall be reasonably acceptable to the DIP Lenders and the First Lien Lenders.

44. Credit Bidding.

(a) The DIP Agent, acting at the direction of the requisite DIP Lenders, shall have the unqualified right to credit bid up to the full amount of the DIP Obligations in any sale of the Collateral (or any part thereof), without the need for further Court order authorizing the same, and whether such sale is effectuated through section 363 or 1129 of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise; and

(b) The First Lien Agent, at the direction of the requisite First Lien Lenders, shall have the unqualified right to credit bid up to the full amount of any remaining First Lien Prepetition Obligations in the sale of any Prepetition Collateral (or any part thereof) subject to the satisfaction of the DIP Obligations, or as otherwise consented to by the DIP Lenders, without the need for further Court order authorizing the same, and whether such sale is effectuated through section 363 or 1129 of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise.

45. Equities of the Case. Subject to and effective upon entry of the Final Order and, in light of, as applicable, the subordination of the Prepetition First Liens to the Adequate Protection Liens in respect of the First Lien Lenders, the DIP Liens and the Carve-Out, and the granting of the DIP Liens, the First Lien Agent and the First Lien Lenders shall be entitled to all benefits of Bankruptcy Code section 552(b), and the "equities of the case" exception under Bankruptcy Code section 552(b) shall not apply to the First Lien Agent or the First Lien Lenders with respect to the proceeds, product, offspring, or profits of any of the Collateral, including the Prepetition Collateral.

46. Reporting Requirements. Notwithstanding any procedures or requirements under the First Lien Financing Documents or the DIP Loan Documents, MACH Gen shall prepare and

furnish to counsel for the DIP Lenders and counsel for the First Lien Lenders, in form and substance reasonably acceptable to the DIP Agent and the First Lien Lenders, a weekly report of receipts, disbursements, and a reconciliation of actual receipts and disbursements with those set forth in the Approved Budget, on a line-by-line basis, showing any percentage variance to the proposed corresponding line item of the Approved Budget (a) for the immediately preceding two-week period and (b) on a cumulative basis for the period of the Approved Budget or such other budget period, as applicable, and showing a calculation of the covenants and MACH Gen's compliance or noncompliance, which shall be certified by the chief financial officer or chief executive officer as having been prepared under such officer's supervision and in good faith (the "Budget Reconciliation"). MACH Gen shall also provide counsel to the DIP Agent and counsel to the First Lien Lenders with (i) a list of any and all prepetition claims paid during such period, each with a notation regarding which order authorized such payments, and (ii) the cumulative total of all prepetition claims paid, each with a notation regarding which order authorized such payments (the "Other Reporting Obligations"). Such Budget Reconciliation and Other Reporting Obligations shall be provided to counsel to the DIP Lenders and counsel to the First Lien Lenders so as actually to be received within three (3) business days following the end of each applicable period. MACH Gen and its professionals shall make themselves available to discuss the Budget Reconciliation and any other reports provided pursuant to this Interim Order with the professionals retained by the DIP Lenders and the First Lien Lenders on such basis as may be reasonably requested by the DIP Lenders and the First Lien Lenders.

47. No Third Party Rights. Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any party, creditor, equity holder or other

entity other than the DIP Agent, the DIP Lenders, the First Lien Agent, the First Lien Lenders, and the MACH Gen Entities, and their respective successors and assigns.

48. Intercreditor Issues. Nothing in this Interim Order shall be construed to convey on any individual DIP Lender or Prepetition First Lien Lender any consent, voting or other rights beyond those (if any) set forth in the DIP Loan Documents, First Lien Financing Documents and RSA, as applicable. Nothing in this Interim Order shall be construed to impair or otherwise affect any intercreditor, subordination or similar agreement or arrangement in respect of the First Lien Prepetition Obligations.

49. Enforceability. This Interim Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon execution hereof. Any findings of fact shall constitute a finding of fact even if it is stated as a conclusion of law, and any conclusion of law shall constitute a conclusion of law even if it is stated as a finding of fact.

50. Retention of Jurisdiction. Notwithstanding any provision in the DIP Loan Documents or the First Lien Financing Documents, this Court shall retain jurisdiction over all matters pertaining to the implementation, interpretation and enforcement of this Interim Order, the DIP Facility, or the DIP Loan Documents.

Dated: _____, 2018
Wilmington, Delaware

_____
United States Bankruptcy Judge

EXHIBIT A

DIP Credit Agreement

EXHIBIT B

Approved Budget

Exhibit F
to the
Restructuring Support Agreement

FINAL FINANCING ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
NEW MACH GEN, LLC, *et al.*,[1]	:	Case No. 18-_____
Debtors.	:	(Joint Administration Requested)

FINAL ORDER PURSUANT TO 11 U.S.C. §§ 105, 361, 362, 363, 364, AND 507 AND FED. R. BANKR. P. 2002, 4001 AND 9014 (I) AUTHORIZING MACH GEN TO OBTAIN POSTPETITION FINANCING, (II) AUTHORIZING USE OF CASH COLLATERAL, (III) GRANTING LIENS AND SUPER-PRIORITY CLAIMS, (IV) GRANTING ADEQUATE PROTECTION TO PREPETITION FIRST LIEN LENDERS, AND (V) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of New MACH Gen, LLC and certain of its affiliates, as debtors and debtors in possession in the above-captioned cases (each, a "MACH Gen Entity" and collectively, the "MACH Gen Entities" or "MACH Gen" or "Debtors") for the entry of the Interim Order (defined below) and this final order (this final order, together with all annexes, schedules and exhibits hereto, the "Final Order") under sections 105, 361, 362, 363(c), 363(e), 364(c), 364(d)(1), 364(e), and 507 of title 11 of the United States Code, 11 U.S.C. §§101-1532 (as amended, the "Bankruptcy Code"), and Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (as amended, the "Bankruptcy Rules"), and Rule 4001-2 of the Local

[1] The debtors in these Chapter 11 cases, along with the last four digits of their respective tax identification numbers are as follows: New MACH Gen, LLC (4920) ("New MACH Gen"), MACH Gen GP, LLC (6738) ("GP"), Millennium Power Partners, L.P. (6688) ("Millennium"), New Athens Generating Company, LLC (0156) ("Athens"), and New Harquahala Generating Company, LLC (0092) ("Harquahala," collectively with GP, Millennium and Athens, the "Subsidiaries"). MACH Gen's main corporate address is 1780 Hughes Landing, Suite 800, The Woodlands, Texas 77380.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the DIP Credit Agreement (as defined below).

Bankruptcy Rules for the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), *inter alia* (a) authorizing New MACH Gen, LLC (the "Borrower") to obtain, and each of the Subsidiaries to guarantee, post-petition financing in the form of a multi-draw term loan facility from Beal Bank USA and Beal Bank, SSB and/or one or more affiliates, as lenders (the "DIP Lenders"), with CLMG Corp. ("CLMG"), as administrative agent and collateral agent (in such capacities, the "DIP Agent"), of up to $20 million (including the aggregate principal amount of all DIP Loans (as defined below) funded by the DIP Lenders pursuant to the Interim Order) (the "DIP Facility") under the terms of this Final Order and the other DIP Loan Documents (as defined below), (b) authorizing the use of Cash Collateral (as defined below) by the MACH Gen Entities effective as of the Petition Date, (c) allowing superpriority administrative expense status of the DIP Obligations (as defined below) in the MACH Gen Entities' Chapter 11 cases (the "Chapter 11 Cases") and authorizing the MACH Gen Entities to grant to the DIP Agent on behalf of the DIP Lenders automatically perfected security interests in and liens on all of the Collateral (as defined below), (d) vacating and modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of this Interim Order and the Final Order, (e) granting adequate protection to the First Lien Lenders (as defined in the DIP Credit Agreement), and (f) granting related relief; and the Court having found that the relief requested in the Motion is in the best interests of MACH Gen, its estates, its creditors and other parties in interest; and the Court having found that MACH Gen's notice of the Motion and the opportunity for a hearing on the Motion was appropriate and no other notice need be provided; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before the Court on [_____ __], 2018 (the "Interim Hearing") and at the hearing held before

this Court on [_____ __], 2018 (the "Final Hearing"); and the Court having determined that the legal and factual bases set forth in the Motion, the Declaration of John Chesser in Support of Chapter 11 Petitions and First Day Pleadings, sworn to as of [_____ __], 2018 (the "First Day Declaration") and the Declaration of Bo Yi, sworn as of [_____] 2018 (the "Evercore Declaration"), and the Court having entered, after the Interim Hearing, the *Interim Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, and 507 and Fed. R. Bankr. P. 2002, 4001 and 9014 (i) Authorizing MACH Gen to Obtain Postpetition Financing, (ii) Authorizing Use of Cash Collateral, (iii) Granting Lines and Super-Priority Claims, (iv) Granting Adequate Protection to Pre-Petition First Lien Lenders, (v) Scheduling a Final Hearing, and (vi) Granting Related Relief* [Dkt. No. __] (the "Interim Order"), and due and proper notice of the Motion, the Interim Hearing and the Final Hearing having been given, and the Debtors having established at the Interim Hearing and the Final Hearing just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY FOUND AND CONCLUDED THAT:

A. Disposition. The Motion is granted on a final basis in accordance with the terms of this Final Order. Any objections to the Motion with respect to the entry of the Final Order that have not been withdrawn, waived or settled are hereby denied and overruled.

B. Commencement of Cases. On [●], 2018 (the "Petition Date"), each MACH Gen Entity filed with this Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The MACH Gen Entities are in possession of their properties and are continuing to operate their businesses as debtors and debtors in possession under sections 1107 and 1108 of the Bankruptcy Code. No official committee of unsecured creditors (a "Committee") has been appointed in the Chapter 11 Cases.

C. Jurisdiction and Venue. This Court has jurisdiction over the Chapter 11 Cases and the Motion pursuant to 28 U.S.C. §§ 157(b) and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated as of February 29, 2012. Consideration of the Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Court may enter a final order consistent with Article III of the United States Constitution. Venue of the Chapter 11 Cases in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The predicates for the relief sought herein are sections 105, 361, 362, 363(c), 363(e), 364(c), 364(d)(1), 364(e), and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001 and 9014, and Local Rule 4001-2.

D. Adequate Notice. Notice of the Final Hearing by electronic mail, facsimile, hand delivery or overnight delivery to the following parties and/or their respective counsel as indicated below: (a) the Office of the U.S. Trustee; (b) counsel to the First Lien Lenders (as defined below); (c) CLMG, in its capacity as administrative agent and collateral agent for the First Lien Lenders (the "First Lien Agent"); (d) Citibank N.A., as Depositary under the Security Deposit Agreement (as defined below), (e) counsel to the DIP Agent and the DIP Lenders, (f) counsel to Talen Investment Corporation, Talen Energy Supply, LLC, Talen Energy Corporation and their affiliates, (g) creditors holding the thirty (30) largest unsecured claims as set forth in the consolidated list filed with the MACH Gen Entities' Chapter 11 petitions, (h) the U.S. Attorney for Delaware, (i) the Internal Revenue Service, (j) the Securities and Exchange Commission, and (k) all parties requesting service in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"). Given the nature of the relief sought in the Motion, this Court concludes that the foregoing notice was sufficient and adequate under the circumstances and complies with the Bankruptcy Code, the Bankruptcy Rules, the Local

Rules and any other applicable law, and no further notice relating to this proceeding and the hearing on this Motion is necessary or required.

E. The Prepetition Obligations.

(i) *Prepetition First Lien Credit Facility*. Prior to the Petition Date, pursuant to the terms and conditions set forth in (a) the $681,984,285 First Lien Credit and Guaranty Agreement, dated as of April 28, 2014, by and among the Borrower, the Subsidiaries, as guarantors, the lenders party thereto (the "First Lien Lenders"), and the First Lien Agent (as the same has been amended, amended and restated, supplemented, modified, extended, renewed, restated and/or replaced at any time prior to the Petition Date, including, without limitation, by the A&R First Lien Credit Agreement (as defined below), the "First Lien Credit Agreement"); and (b) all other agreements, documents and instruments executed and/or delivered with, to or in favor of the First Lien Lenders, including, without limitation, all security agreements, notes, guarantees, mortgages, Uniform Commercial Code financing statements and all other related agreements, documents and instruments, including any fee letters, executed and/or delivered in connection therewith or related thereto (all the foregoing, together with the First Lien Credit Agreement, as all of the same have been supplemented, modified, extended, renewed, restated and/or replaced at any time prior to the Petition Date, collectively, the "First Lien Financing Documents"):

(a) the First Lien Lenders made revolving loans to, and issued Revolving Letters of Credit (as defined in the First Lien Credit Agreement) for the account of, the Borrower, and otherwise extended credit to the MACH Gen Entities, in an aggregate principal committed amount of up to $200 million (of which not more

than $160 million was available to issue Revolving Letters of Credit) (the "Prepetition Revolving Credit Facility");

(b) the First Lien Lenders extended to the Borrower a term B loan facility, in an aggregate outstanding principal amount of $465,114,835.06 (the "Prepetition Term Loan Facility"; together with the Prepetition Revolving Credit Facility, the "Prepetition First Lien Facilities"); and

(c) pursuant to the A&R First Lien Credit Agreement, and as an integrated part of the overall restructuring transactions, the Borrower has agreed to pay an exit fee, which as of the date hereof is outstanding in an aggregate amount of $[•] (the "Exit Fee"), but which shall only become due and payable upon the occurrence of the Effective Date of an Acceptable Plan.

All obligations of the MACH Gen Entities arising under the First Lien Credit Agreement or any other First Lien Financing Document, including under the Prepetition Revolving Credit Facility and the Prepetition Term Loan Facility, and all loans, advances, debts, liabilities, principal, accrued or hereafter accruing interest, fees (including the Exit Fee), costs, charges, expenses (including any and all reasonable attorneys', accountants', appraisers' and financial advisors' fees and expenses that are chargeable, reimbursable or otherwise payable under the First Lien Financing Documents), Unreimbursed Amounts (as defined in the First Lien Credit Agreement) in respect of Revolving Letters of Credit which are drawn after the Petition Date, increased costs, tax gross-ups, breakage costs and indemnities payable under the First Lien Financing Documents, and obligations for the performance of covenants, tasks or duties, or for the payment of any other monetary amounts (including any Yield Maintenance Fees (as defined in the First Lien Credit Agreement)) owing to the First Lien Agent or First Lien Lenders by the

MACH Gen Entities, of any kind or nature, whether or not evidenced by any note, agreement or other instrument, shall hereinafter be referred to collectively as the "First Lien Prepetition Obligations."

(ii) *Subsidiary Guarantors*. The First Lien Prepetition Obligations are guaranteed by the Subsidiaries under the terms of the First Lien Credit Agreement.

(iii) *Prepetition First Liens*. Pursuant to those certain First Lien Collateral Documents (as such term is defined in the First Lien Credit Agreement), each MACH Gen Entity granted to the First Lien Agent for the benefit of the First Lien Lenders to secure the First Lien Prepetition Obligations, a first-priority security interest in and continuing lien (the "Prepetition First Liens") on substantially all of its Property (as defined in the First Lien Credit Agreement), including without limitation the Equity Interests (as defined in the First Lien Credit Agreement) in the Subsidiaries (collectively, the "Prepetition Collateral").

(iv) *No Other Liens*. As of the Petition Date, other than as expressly permitted under the First Lien Financing Documents (including any "Permitted Liens" as such term is defined in the First Lien Credit Agreement), there were no liens on or security interests in the Prepetition Collateral other than the Prepetition First Liens.

(v) *Restructuring Support Agreement and Prepetition First Lien Amendments*. After good faith, arm's length negotiations, the MACH Gen Entities, MACH Gen, LLC as equity holder in New MACH Gen, and the First Lien Lenders entered into that certain Restructuring Support Agreement, dated as of June 4, 2018 (as may be amended, supplemented, restated, or modified from time to time in accordance with the terms thereof, the "RSA"), in which the parties thereto agreed, *inter alia*, to engage in certain transactions, including, but not limited to, the distribution of the equity interests in New Harquahala to the First Lien Lenders or their

designee (such transfer, the "Harquahala Reorganization") pursuant to, and in exchange for the consideration set forth in, the Prepackaged Plan, and to restructure MACH Gen's obligations under the First Lien Financing Documents pursuant to the terms and conditions set forth in the RSA. In connection with the RSA and as a necessary condition thereto, the First Lien Lenders and the First Lien Agent entered into that certain Amended and Restated First Lien Credit and Guaranty Agreement, dated as of June 4, 2018 (the "A&R First Lien Credit Agreement"), which provided, *inter alia*, for the deferral of certain required payments under the First Lien Financing Documents and the incurrence of the Exit Fee (as described above), and which was necessary for the MACH Gen Entities to preserve their business operations and to consummate the transactions contemplated by the RSA.

(vi) *Tax Allocation Claims*. MACH Gen (but not the DIP Lenders or First Lien Lenders) has determined that Talen LC Provider may have an unsecured claim against the MACH Gen Entities in the amount of approximately $30,426,408 (the "Tax Allocation Claim," together with any other claims asserted against any MACH Gen Entity on account of a receivable owed to Talen LC Lender, Talen Energy Corporation or any Talen Tax Affiliate (each as defined in the Restructuring Support Agreement) under or in respect of the Tax Allocation Agreement (as defined in the Restructuring Support Agreement), the "Tax Allocation Claims") that arose in connection with that certain Amended and Restated Tax Allocation Agreement, by and among Talen Energy Corporation and the Talen Tax Affiliates, effective as of December 15, 2015 and terminated effective January 1, 2017, which Tax Allocation Claim MACH Gen anticipates will, pursuant to the Prepackaged Plan, be (x) reinstated against Reorganized MACH Gen, on a junior and subordinated basis, subject to the DIP Liens, the Adequate Protection Liens, the Prepetition Liens, the New First Lien Facilities, and the New Second Lien Facilities, with no

right to payment or enforcement of any such claim unless and until the obligations under the senior facilities have been indefeasibly paid in full in cash, (y) deemed waived against New Harquahala and will get no distribution under the Prepackaged Plan, and (z) in the event of a Talen/Company Walkaway, deemed waived and discharged and shall get no distribution under the Prepackaged Plan.

F. MACH Gen Entities' Stipulations. Subject to the rights of any Committee or other parties-in-interest as and to the extent set forth in paragraph 33 below, the MACH Gen Entities acknowledge, admit, represent, stipulate and agree that:

(i) *First Lien Prepetition Obligations*. As of the Petition Date, the First Lien Prepetition Obligations for which the MACH Gen Entities are truly and justly indebted to the First Lien Lenders, without defense, counterclaim, recoupment or offset of any kind, included (w)(1) the aggregate principal amount of not less than approximately $132,953,263.52, on account of First Lien Prepetition Obligations incurred under and in connection with the Prepetition Revolving Credit Facility, plus (2) the aggregate face amount of $26,771,841.00 on account of issued and outstanding undrawn Revolving Letters of Credit under the Prepetition Revolving Credit Facility, (y) the aggregate principal amount of not less than approximately $465,114,835.06 on account of First Lien Prepetition Obligations incurred under and in connection with the Prepetition Term Loan Facility, and (z) all other First Lien Prepetition Obligations.

(ii) *Prepetition First Liens Not Subject to Avoidance.* The Prepetition First Liens (a) constitute valid, binding, enforceable, nonavoidable, and properly perfected liens on the Prepetition Collateral that, prior to entry of the Interim Order, were senior in priority (except for any senior Permitted Liens (as defined in and) to the extent expressly permitted under the First

Lien Credit Agreement) over any and all other liens on the Prepetition Collateral; and (b) are not subject to avoidance, reductions, recharacterization, set-off, subordination (whether equitable, contractual or otherwise), counterclaims, cross-claims, defenses or any other challenges under the Bankruptcy Code or any other applicable law or regulation (except insofar as such liens are subordinated to the DIP Liens, the Adequate Protection Liens in respect of the First Lien Lenders, and the Carve-Out (each term as defined below) in accordance with the provisions of this Final Order, the Interim Order and the other DIP Loan Documents).

(iii) *No Claims*. The MACH Gen Entities have no valid claims (as such term is defined in section 101(5) of the Bankruptcy Code) or causes of action against the First Lien Agent or any First Lien Lenders with respect to the First Lien Financing Documents, the First Lien Prepetition Obligations, the Prepetition First Liens, or otherwise, whether arising at law or at equity, including, without limitation, any challenge, recharacterization, subordination, avoidance or other claims arising under or pursuant to sections 105, 510, 541 or 542 through 553, inclusive, of the Bankruptcy Code.

(iv) *Indemnity*. The First Lien Agent, the First Lien Lenders, the DIP Agent and the DIP Lenders have acted in good faith, and without negligence or violation of public policy or law, in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting or obtaining requisite approvals of the RSA, the A&R First Lien Credit Agreement, the DIP Facility, and the use of Cash Collateral, including in respect of the granting of the DIP Liens and the Adequate Protection Liens, any challenges or objections to the DIP Facility or the use of Cash Collateral, and all documents related to any and all transactions contemplated by the foregoing. Accordingly, the First Lien Agent, the First Lien Lenders, the DIP Agent and the DIP Lenders shall be and hereby are indemnified and held

harmless by the MACH Gen Entities in respect of any claim or liability incurred in respect thereof or in any way related thereto, provided that no such parties will be indemnified for any cost, expense or liability to the extent determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted primarily from such parties' gross negligence or willful misconduct. No exception or defense in contract, law or equity exists as to any obligation set forth, as the case may be, in this paragraph F(iv), in the First Lien Financing Documents or in the DIP Loan Documents, to indemnify and/or hold harmless the First Lien Agent, the First Lien Lenders, the DIP Agent or the DIP Lenders, as the case may be.

(v) *Release*. The MACH Gen Entities hereby stipulate and agree that they forever and irrevocably release, discharge and acquit the DIP Agent, the First Lien Agent, all former, current and future First Lien Lenders and DIP Lenders, and each of their respective successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, attorneys and agents, past, present and future, and their respective heirs, predecessors, successors and assigns (collectively, the "Releasees") of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, expenses (including, without limitation, reasonable attorneys' fees), debts, liens, actions and causes of action of any and every nature whatsoever relating to, as applicable, the DIP Facility, the DIP Loan Documents, the Prepetition First Lien Facilities, the First Lien Financing Documents and/or the transactions contemplated hereunder or thereunder including, without limitation, (x) any so-called "lender liability" or equitable subordination claims or defenses, (y) any and all claims and causes of action arising under the Bankruptcy Code, and (z) any and all claims and causes of action with respect to the validity, priority, perfection or avoidability of the liens or claims of the First Lien Agent, the First Lien Lenders, the DIP Agent and the DIP Lenders. The MACH Gen Entities further waive and release

any defense, right of counterclaim, right of set-off or deduction to the payment of the First Lien Prepetition Obligations and the DIP Obligations which the MACH Gen Entities now have or may claim to have against the Releasees, arising out of, connected with or relating to any and all acts, omissions or events occurring prior to the Bankruptcy Court entering this Final Order.

(vi) None of the DIP Agent, the DIP Lenders, the First Lien Agent or the First Lien Lenders are control persons or insiders of the Debtors or any of their affiliates by virtue of any of the actions taken with respect to, in connection with, related to, or arising from the DIP Facility, the DIP Loan Documents and/or the First Lien Financing Documents.

G. Cash Collateral. For purposes of this Final Order, the term "Cash Collateral" shall mean and include all "cash collateral" as defined in section 363 of the Bankruptcy Code, in which the First Lien Agent (on behalf of the First Lien Lenders) or the First Lien Lenders have a lien or security interest, in each case whether existing on the Petition Date, arising pursuant to the Interim Order or this Final Order, or otherwise. The MACH Gen Entities represent and stipulate that all of MACH Gen's cash, cash equivalents, negotiable instruments, investment property, and securities constitute Cash Collateral of the First Lien Agent on behalf of the First Lien Lenders.

H. Use of DIP Facility and Cash Collateral. The MACH Gen Entities have an immediate and critical need to use proceeds of the DIP Facility and Cash Collateral to preserve and operate their businesses and effectuate a reorganization of their businesses, including through the Harquahala Reorganization, which proceeds of the DIP Facility and Cash Collateral will be used in accordance with the terms of this Final Order and subject to the Approved Budget (as defined below). Without the use of proceeds of the DIP Facility and Cash Collateral, the MACH Gen Entities will not have sufficient liquidity to be able to continue to operate their

businesses. The adequate protection provided herein and other benefits and privileges contained herein are consistent with and authorized by the Bankruptcy Code and are necessary in order to obtain such consent or nonobjection of certain parties, and to adequately protect the parties' interests in the Prepetition Collateral. Absent authorization to immediately use proceeds of the DIP Facility and Cash Collateral, the MACH Gen Entities' estates and their creditors would suffer immediate and irreparable harm.

I. Other Financing Unavailable. As discussed in the First Day Declaration and the Evercore Declaration, MACH Gen is unable to obtain (i) adequate unsecured credit allowable either (a) under sections 364(b) and 503(b)(l) of the Bankruptcy Code or (b) under section 364(c)(l) of the Bankruptcy Code, (ii) adequate credit secured by (x) a senior lien on unencumbered assets of their estates under section 364(c)(2) of the Bankruptcy Code and (y) a junior lien on encumbered assets of their estates under section 364(c)(3) of the Bankruptcy Code, or (iii) secured credit under section 364(d)(l) of the Bankruptcy Code from sources other than the First Lien Lenders on terms more favorable than the terms of the DIP Facility. The only available source of secured credit available to MACH Gen, other than the use of Cash Collateral, is the DIP Facility. MACH Gen requires both financing under the DIP Facility and the continued use of Cash Collateral under the terms of this Final Order in order to satisfy its post-petition liquidity needs.

J. Best Financing Presently Available. The DIP Agent and the DIP Lenders have indicated a willingness to provide MACH Gen with financing solely on the terms and conditions set forth in this Final Order and the other DIP Loan Documents (including the Approved Budget (subject to Permitted Variances)). After considering all of their alternatives, the MACH Gen Entities have concluded, in an exercise of their sound business judgment, that the financing to be

provided by the DIP Lenders pursuant to the terms of this Final Order and the other DIP Loan Documents, represents the best financing presently available to MACH Gen. The DIP Lenders are good faith financiers. The DIP Lenders' and DIP Agent's claims, superpriority claims, security interests, liens and other protections granted pursuant to this Final Order, the Interim Order and the other DIP Loan Documents will not be affected by any subsequent reversal, modification, vacatur or amendment of the Interim Order, this Final Order or any other order, as provided in section 364(e) of the Bankruptcy Code.

K. Good Cause for Immediate Entry. Good cause has been shown for immediate entry of this Final Order pursuant to Bankruptcy Rules 4001(b)(2) and (c)(2) and Local Rule 4001-2. In particular, the authorization granted herein for the MACH Gen Entities to enter into the DIP Facility, to continue using Cash Collateral and to obtain financing, including on a priming lien basis, is necessary to avoid immediate and irreparable harm to the MACH Gen Entities and their estates. Entry of this Final Order is in the best interest of the MACH Gen Entities, their estates and creditors. The terms of the DIP Facility (including MACH Gen's continued use of Cash Collateral) are fair and reasonable under the circumstances, reflect MACH Gen's exercise of prudent business judgment consistent with its fiduciary duties, and are supported by reasonably equivalent value and fair consideration.

L. Arm's Length Negotiation. MACH Gen, the DIP Agent, the DIP Lenders, the First Lien Agent, and the First Lien Lenders have negotiated the terms and conditions of the DIP Facility (including the MACH Gen Entities' continued use of Cash Collateral) and this Final Order in good faith and at arm's length, and any credit extended and loans made to MACH Gen pursuant to this Final Order shall be, and hereby are, deemed to have been extended, issued or

made, as the case may be, in "good faith" within the meaning of section 364(e) of the Bankruptcy Code.

M. Application of Proceeds of the Collateral. All proceeds of the sale or other disposition of the Collateral shall be applied in accordance with the terms of the DIP Loan Documents and this Final Order.

N. Adequate Protection for Secured Lenders. The First Lien Agent (on behalf of the First Lien Lenders) and the First Lien Lenders have negotiated and acted in good faith regarding the RSA, the A&R First Lien Credit Agreement, the DIP Facility and MACH Gen's use of the Prepetition Collateral (including the Cash Collateral) to fund the administration of MACH Gen's estates and continued operation of their businesses, in accordance with the terms hereof. The First Lien Agent (on behalf of the First Lien Lenders) has agreed to permit MACH Gen to use the Prepetition Collateral, including the Cash Collateral, in accordance with the terms hereof and the Approved Budget (subject to Permitted Variances (as defined below)). The rights of the First Lien Agent and the First Lien Lenders under the RSA (including, without limitation, the First Lien Step-In Right and the Tax Claim Subordination (as defined below)) are an essential element of their adequate protection. Without their rights under the RSA, the First Lien Agent and the First Lien Lenders would not have entered into the A&R First Lien Credit Agreement, and the First Lien Agent (on behalf of the First Lien Lenders) would not have consented to the use of Cash Collateral or the DIP Facility. Accordingly, the First Lien Agent and First Lien Lenders may exercise all of their termination and other rights under the RSA, in accordance with the terms thereof, irrespective of the commencement or the continuation of the Chapter 11 Cases or any Successor Case, or the automatic stay to the extent it might apply to such termination or other rights. The First Lien Agent (on behalf of the First Lien Lenders) is entitled to the

adequate protection provided in this Final Order as and to the extent set forth herein pursuant to §§ 361, 362 and 363 of the Bankruptcy Code. Based on the Motion and on the record presented to the Court at the Interim Hearing and the Final Hearing, the terms of the proposed adequate protection arrangements and of the use of the Prepetition Collateral (including the Cash Collateral) are fair and reasonable, reflect MACH Gen's prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for the consent thereto of the First Lien Agent (on behalf of the First Lien Lenders); provided, that nothing in this Final Order or the other DIP Loan Documents shall (x) be construed as a consent by the First Lien Agent or any First Lien Lender that it would be adequately protected in the event debtor in possession financing is provided by a third party (i.e., other than the DIP Lenders) or a consent to the terms of any other such financing or any lien encumbering the Collateral (whether senior or junior) or to the use of Cash Collateral except as provided in the Interim Order and/or this Final Order, or (y) prejudice, limit or otherwise impair the rights of the First Lien Agent (for the benefit of the First Lien Lenders) or the First Lien Lenders to seek new, different or additional adequate protection in the event circumstances change after the date hereof.

O. Sections 506(c) and 552(b). In light of the First Lien Lenders' agreement to subordinate their liens and claims to the Carve-Out, the DIP Liens and the Adequate Protection Liens in respect of the First Lien Lenders, to permit the use of the DIP Facility and Cash Collateral for payments made in accordance with the Approved Budget and the terms of this Final Order and the other DIP Loan Documents, (a) the First Lien Lenders and the First Lien Agent are entitled to a waiver of the provisions of Bankruptcy Code section 506(c), and (b) the First Lien Lenders and the First Lien Agent are entitled to a waiver of any "equities of the case" claims under Bankruptcy Code section 552(b).

P. Order of the Court. Based upon the foregoing findings, acknowledgements, and conclusions, and upon the record made before this Court at the Interim Hearing and the Final Hearing, and good and sufficient cause appearing therefor:

IT IS HEREBY FOUND, DETERMINED, ORDERED, ADJUDGED AND DECREED THAT:

1. Motion Granted. The Motion is granted on a final basis, subject to the terms set forth herein. Any objections to the Motion that have not previously been withdrawn or resolved are hereby overruled on their merits. This Final Order shall be valid, binding on all parties in interest, and fully effective immediately upon entry, notwithstanding the possible application of Bankruptcy Rule 6004(h), 7062 and 9014.

2. Authority to Enter Into DIP Facility. The MACH Gen Entities are hereby authorized to incur and perform the obligations arising from and after the date of the Interim Order and this Final Order under the DIP Facility, on the terms set forth in this Final Order, the debtor-in-possession credit and guaranty agreement attached hereto as Exhibit A (as amended, supplemented or otherwise modified from time to time, the "DIP Credit Agreement"), and such additional documents, instruments and agreements as may be reasonably required by the DIP Agent to implement the terms or effectuate the purposes of and transactions contemplated by the Interim Order, this Final Order and the DIP Credit Agreement (collectively, the Interim Order, this Final Order, the Approved Budget, the DIP Credit Agreement and such additional documents, instruments and agreements, including any fee letters, the "DIP Loan Documents"). The MACH Gen Entities are hereby authorized to enter into, execute and deliver (to the extent not previously entered into, executed and/or delivered) the DIP Loan Documents and to borrow money under the DIP Facility, up to an aggregate principal amount not to exceed $20 million

(including the aggregate principal amount of all DIP Loans funded by the DIP Lenders pursuant to the Interim Order) and the Subsidiaries are hereby authorized to guaranty such borrowings and the Borrower's obligations under the DIP Facility, this Final Order and the other DIP Loan Documents, all in accordance with the terms of this Final Order and the other DIP Loan Documents, and the MACH Gen Entities are authorized to take all actions, which may be reasonably required or otherwise necessary for the performance by the MACH Gen Entities of its obligations under the DIP Loan Documents, including the creation and perfection of the DIP Liens described and provided for in the Interim Order, this Final Order and the other DIP Loan Documents.

3. Use of Cash Collateral and DIP Loans. The MACH Gen Entities are hereby authorized to use Cash Collateral and the proceeds of any DIP Loans solely in accordance with the Approved Budget and the financial covenants, and other terms and conditions set forth in this Final Order and the other DIP Loan Documents.

4. Validity of DIP Loan Documents. The DIP Loan Documents shall constitute valid and binding obligations of the MACH Gen Entities, enforceable against each MACH Gen Entity party thereto in accordance with the terms thereof. No obligation, payment, transfer or grant of security under the DIP Loan Documents as approved under this Final Order shall be stayed, restrained, voided, voidable or recoverable under the Bankruptcy Code or under any applicable non-bankruptcy law, or subject to any defense, reduction, setoff, recoupment or counterclaim.

5. DIP Loans. All loans made to or for the benefit of any of the MACH Gen Entities on or after the Petition Date in accordance with the DIP Loan Documents (collectively, the "DIP Loans"), all interest thereon and all fees, costs, expenses, indemnification obligations and other

liabilities owing by the MACH Gen Entities to the DIP Lenders or the DIP Agent in accordance with and relating to this Final Order and the other DIP Loan Documents shall hereinafter be referred to as the "DIP Obligations." The DIP Loans: (a) shall be evidenced by the books and records of the DIP Agent or the DIP Lenders and, upon the request of any DIP Lender, a note executed and delivered to such DIP Lender by the Borrower in accordance with the terms of the DIP Loan Documents, which note shall evidence such DIP Lender's DIP Loans in addition to such accounts and records; (b) shall bear interest payable and incur fees at the rates set forth in Sections 2.06 and 2.07 of the DIP Credit Agreement; (c) shall be secured in the manner specified below; (d) shall be payable in accordance with the DIP Loan Documents; and (e) shall otherwise be governed by the terms set forth in this Final Order and the other DIP Loan Documents.

6. Structure of DIP Facility. The DIP Facility shall be comprised of a $20 million multi-draw term loan facility.

7. Conditions Precedent. The DIP Lenders and the DIP Agent shall have no obligation to make any DIP Loans or any other financial accommodation under the DIP Loan Documents unless the conditions precedent to make such extensions of credit under the DIP Loan Documents have been satisfied in full or waived in accordance with such DIP Loan Documents.

8. [RESERVED]

9. Continuation of Prepetition Cash Management Procedures. Except to the extent inconsistent with the express terms of this Final Order, all prepetition practices and procedures (including bank account cash management practices) provided for in the First Lien Financing Documents (including in that certain Security Deposit Agreement, dated as of April 28, 2014 (the "Security Deposit Agreement"), by and among New MACH Gen, the First Lien Agent and

Citibank, N.A., as Depositary) for the payment, collection and application of proceeds of the Prepetition Collateral, the turnover and transfer of cash and other financial assets, the delivery of property to the First Lien Lenders or the First Lien Agent, and the funding of extensions of credit pursuant thereto are hereby approved and shall continue without interruption in respect of the Prepetition Collateral and the First Lien Prepetition Obligations and in respect of the Collateral, the DIP Obligations, and the DIP Loans pursuant to the DIP Loan Documents, which shall constitute a Secured Obligation under and as defined in the Security Deposit Agreement.

10. Approved Budget.

(a) The budget annexed hereto as Exhibit B (as updated periodically in accordance with the DIP Credit Agreement, the "Approved Budget")[3] is hereby approved. Proceeds of the DIP Loans and Cash Collateral under this Final Order shall be used by MACH Gen only in accordance with the Approved Budget and this Final Order, subject to any Permitted Variance. Subject to the Carve-Out, the DIP Lenders' consent to the Approved Budget shall not be construed as consent to the use of DIP Loans or Cash Collateral beyond the Termination Date (as defined below), regardless of whether the aggregate funds shown on the Approved Budget have been expended.

(b) Subject to paragraph 32 of this Final Order, upon the written consent of the First Lien Lenders and MACH Gen, and without further order of the Court, the Approved Budget may be amended from time to time. MACH Gen shall provide a copy of any so amended revised budget to the U.S. Trustee and counsel to the Committee, if any.

[3] The Approved Budget will be updated as of the date of entry of this Final Order, provided that such updated Approved Budget shall be consistent with Exhibit B to this Final Order and otherwise in form and substance satisfactory to the DIP Agent and DIP Lenders in their sole discretion.

11. Permitted Variance. Notwithstanding the Approved Budget, so long as the Termination Date has not occurred, the MACH Gen Entities shall be authorized to use proceeds of the DIP Loans and Cash Collateral in accordance with the Approved Budget, in an amount that would not cause MACH Gen to use proceeds of the DIP Loans and Cash Collateral in an aggregate amount greater than 120% of the Approved Budget for any two-week period (a "Permitted Variance"). For the purpose of calculating any variance in accordance with this paragraph, the fees and expenses of the Lender Professionals (as defined below) shall not be considered.

12. Continuation of Prepetition First Liens. Until (a) the Borrower and the Subsidiaries have indefeasibly paid in full and in cash all DIP Obligations, all First Lien Prepetition Obligations (including the satisfactory cash collateralization of all issued and outstanding Revolving Letters of Credit under the Prepetition Revolving Credit Facility in accordance with the First Lien Financing Documents), (b) the DIP Lenders' obligations under the DIP Facility have terminated, (c) all objections and challenges to (i) the liens and security interests of the First Lien Lenders (including, without limitation, liens granted for adequate protection purposes) and (ii) the First Lien Prepetition Obligations, have been waived, denied or barred, and (d) all of MACH Gen's stipulations in paragraph F above have become binding upon their estates and parties in interest in accordance with paragraph 33 below, all liens and security interests of the DIP Agent, DIP Lenders, First Lien Agent and the First Lien Lenders (including, without limitation, liens granted for adequate protection purposes) shall remain valid and enforceable with the same continuing priority as described herein, except as otherwise provided in an Acceptable Plan (as defined in the DIP Credit Agreement) (but solely to the extent the Acceptable Plan is confirmed and becomes effective in accordance with the terms of the RSA).

13. DIP Liens and Collateral. As security for the full and timely payment of the DIP Obligations, the DIP Agent on behalf of the DIP Lenders is hereby granted, pursuant to sections 364(c)(2), 364(c)(3) and 364(d)(1) of the Bankruptcy Code, valid, enforceable, nonavoidable and fully perfected priming security interests in, and liens and mortgages (collectively, the "DIP Liens") upon, all existing and after-acquired tangible and intangible personal and real property and assets of each of the MACH Gen Entities, including, without limitation, Prepetition Collateral, accounts receivable, inventory, equipment, fee and leasehold interests in real property, general intangibles, contract rights, intercompany notes, cash, deposit accounts, securities accounts, investment property, rights, claims and causes of action, commercial tort claims, and one hundred percent (100%) of the outstanding equity interests in the Subsidiaries (collectively, the "Collateral"), provided that this Final Order does not grant, and shall not be deemed to grant, any security interests in or liens on claims and causes of action under Chapter 5 of the Bankruptcy Code and similar laws, (collectively, the "Avoidance Actions"), but proceeds of Avoidance Actions and property received thereby whether by judgment, settlement or otherwise shall constitute Collateral. The DIP Liens shall not, without the consent of the DIP Agent, be made subject to, or *pari passu* with, any other lien or security interest, other than to the extent expressly provided herein and subject to the Carve-Out, by any court order heretofore or hereafter entered in the Chapter 11 Cases, and shall be valid and enforceable against any trustee appointed in the Chapter 11 Cases, upon the conversion of any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (such cases or proceedings, "Successor Cases"), and/or upon the dismissal of any of the Chapter 11 Cases. The DIP Liens and the Adequate Protection Liens shall not be subject to sections 510, 549, 550 or 551 of the Bankruptcy Code or the "equities of the case" exception

of section 552 of the Bankruptcy Code or section 506(c) of the Bankruptcy Code. The MACH Gen Entities shall not sell, transfer, lease, encumber or otherwise dispose of any portion of the Collateral, except as permitted by the DIP Loan Documents or as approved by the Court.

14. Priority of DIP Liens. The DIP Liens (a) shall constitute first-priority security interests in and liens upon all Collateral that is not otherwise subject to any valid, perfected, enforceable and nonavoidable lien in existence as of the Petition Date, pursuant to section 364(c)(2) of the Bankruptcy Code; and (b) shall, pursuant to section 364(c)(3) and 364(d)(1) of the Bankruptcy Code, be senior to and prime all other liens and security interests in the Collateral, including, without limitation, the Prepetition First Liens and the Adequate Protection Liens, and shall be junior only to any pre-existing liens as of the Petition Date of a third party, but solely to the extent that such liens and security interests were, in each case, as of the Petition Date (x) valid, enforceable, perfected and non-avoidable liens or were perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, and (y) expressly permitted by the terms of First Lien Financing Documents and senior to the Prepetition First Liens (the "Senior Third Party Liens").

15. Automatic Effectiveness of Liens. The automatic stay imposed under section 362(a) of the Bankruptcy Code is hereby vacated and modified to permit the MACH Gen Entities to grant (or to continue to grant) the liens and security interests to the First Lien Agent, the First Lien Lender, the DIP Agent and the DIP Lenders contemplated by the Interim Order, this Final Order, and the other DIP Loan Documents.

16. Automatic Perfection of DIP Liens. The DIP Liens granted pursuant to the Interim Order and this Final Order shall constitute valid, enforceable, nonavoidable and duly perfected first priority security interests and liens, and the DIP Agent and DIP Lenders shall not

be required to file or serve financing statements, notices of lien, mortgage deeds, deeds of trust or similar instruments which otherwise may be required under federal, state or local law in any jurisdiction, or take any action, including taking possession, to validate and perfect such security interests and liens; and the failure by the MACH Gen Entities to execute any documentation relating to the DIP Liens shall in no way affect the validity, enforceability, perfection or priority of such liens. The DIP Agent and the DIP Lenders are hereby authorized, but not required, to file or record financing statements, trademark filings, copyright filings, mortgages, deeds of trust, notices of lien or similar instruments in any jurisdiction or take any other action in order to validate and perfect the liens and security interests granted to them hereunder. Whether or not the DIP Agent or the DIP Lenders shall, in their sole discretion, choose to file such financing statements, trademark filings, copyright filings, mortgages, deeds of trust, notices of lien or similar instruments or otherwise confirm perfection of the liens and security interests granted to them hereunder, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, nonavoidable and not subject to challenge, dispute or subordination, at the time and as of the date of entry of the Interim Order. Upon the request of the DIP Lenders, the MACH Gen Entities, without any further consent of any party, are authorized to take, execute and deliver such instruments (in each case without representation or warranty of any kind except as set forth in the DIP Loan Documents) to enable the DIP Agent or the DIP Lenders to further validate, perfect, preserve and enforce the DIP Liens. A certified copy of this Final Order and/or the Interim Order may be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, deeds of trust, notices of lien or similar instruments, and all filing offices are hereby authorized and directed to accept such certified copy of this Final Order and/or the Interim Order for filing and recording.

17. Other Automatic Perfection Matters. To the extent that the First Lien Agent (or any affiliate) is the secured party under any account control agreements, listed as loss payee under any of MACH Gen's insurance policies or is the secured party under any First Lien Financing Document, the DIP Agent, on behalf of the DIP Lenders, is also deemed to be the secured party under such account control agreements, loss payee under MACH Gen's insurance policies and the secured party under each such First Lien Financing Document, and shall have all rights and powers in each case attendant to that position (including, without limitation, rights of enforcement), and shall act in that capacity and distribute any proceeds recovered or received in accordance with the terms of this Final Order and the other DIP Loan Documents. The First Lien Agent shall serve as agent for the DIP Agent for purposes of perfecting the DIP Agent's security interests in and liens on all Collateral that is of a type such that perfection of a security interest therein may be accomplished only by possession or control by a secured party.

18. Automatic Perfection of Adequate Protection Liens. The Adequate Protection Liens granted pursuant to the Interim Order and this Final Order shall constitute valid, enforceable, nonavoidable and duly perfected security interests and liens, and the First Lien Agent and First Lien Lenders (collectively, the "Adequate Protection Parties") shall not be required to file or serve financing statements, mortgage deeds, deeds of trust, notices of lien or similar instruments which otherwise may be required under federal, state or local law in any jurisdiction, or take any action, including taking possession, to validate and perfect such security interests and liens; and the failure by the MACH Gen Entities to execute any documentation relating to the Adequate Protection Liens shall in no way affect the validity, enforceability, perfection or priority of such liens. The Adequate Protection Parties are hereby authorized, but not required, to file or record financing statements, trademark filings, copyright filings,

mortgages, deeds of trust, notices of lien or similar instruments in any jurisdiction or take any other action in order to validate and perfect the liens and security interests granted to them hereunder. Whether or not the Adequate Protection Parties shall, in their sole discretion, choose to file such financing statements, trademark filings, copyright filings, mortgages, deeds of trust, notices of lien or similar instruments or otherwise confirm perfection of the liens and security interests granted to them hereunder, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, nonavoidable and not subject to challenge, dispute or subordination, at the time and as of the date of entry of the Interim Order. Upon the request of the First Lien Lenders, the MACH Gen Entities, without any further consent of any party, are authorized to take, execute and deliver such instruments (in each case without representation or warranty of any kind except as set forth in the DIP Loan Documents) to enable the applicable Adequate Protection Party to further validate, perfect, preserve and enforce the Adequate Protection Liens. A certified copy of this Final Order may be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, deeds of trust, notices of lien or similar instruments, and all filing offices are hereby authorized and directed to accept such certified copy of this Final Order for filing and recording.

19. DIP Superpriority Claims. In addition to the liens and security interests granted to the DIP Agent on behalf of the DIP Lenders pursuant to this Final Order, subject to the Carve-Out (solely upon the occurrence of a Termination Date), and in accordance with sections 364(c)(1), 503 and 507 of the Bankruptcy Code, all of the DIP Obligations (including, without limitation, all DIP Loans) shall constitute allowed superpriority administrative expense claims (the "DIP Superpriority Claims") with priority over any and all administrative expenses of MACH Gen, whether heretofore or hereafter incurred, of the kind specified in, or ordered

pursuant to, sections 105, 326, 328, 330, 331, 364, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113, 1114 or any other provisions of the Bankruptcy Code, and which DIP Superpriority Claims shall be payable from and have recourse to all prepetition and postpetition property of MACH Gen, including, but not limited to, the Avoidance Actions, and all proceeds thereof.

20. Adequate Protection Liens and Adequate Protection Superpriority Claims. The Adequate Protection Parties are hereby granted the following adequate protection (collectively, the "Adequate Protection Obligations"):

(a) In each case to secure an amount equal to the aggregate post-petition diminution in value (which shall be calculated in accordance with Bankruptcy Code section 506(a)) of the interests of the Adequate Protection Parties in the Prepetition Collateral (including the Cash Collateral), including without limitation any such diminution in value resulting from depreciation, physical deterioration, use, sale, loss or decline in market value of the Prepetition Collateral, the priming of the First Lien Agent's (on behalf of the First Lien Lenders) or the First Lien Lenders' security interests and liens in the Prepetition Collateral, and/or the imposition of the automatic stay under section 362 of the Bankruptcy Code, or otherwise, the First Lien Agent, on behalf of the First Lien Lenders, shall receive:

(i) valid, enforceable, nonavoidable and fully perfected, postpetition security interests in and liens (effective and perfected upon the date of entry of the Interim Order and without the necessity of execution by the MACH Gen Entities (except to the extent so requested by the First Lien Agent) of mortgages, deeds of trust, security agreements, pledge agreements, financing statements, and other agreements or instruments) on the Collateral, including, but not limited to, Cash Collateral (the "Adequate Protection Liens"), which liens shall be junior and subject only to the DIP Liens and any Senior Third Party Liens and, solely

upon the occurrence of a Termination Date, payment of the Carve-Out in accordance with the terms and conditions set forth in this Final Order; and

(ii) superpriority administrative expense claims under Bankruptcy Code section 507(b) (the "Adequate Protection Superpriority Claims"; and together with the DIP Superpriority Claims, the "Superpriority Claims") which claims shall be junior and subject only to the DIP Superpriority Claims and, solely upon the occurrence of a Termination Date, payment of the Carve-Out in accordance with the terms and conditions set forth in this Final Order, and which shall have priority in payment over any and all other administrative expenses of the kinds specified in or ordered pursuant to Bankruptcy Code sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 552, 1113 and 1114, whether or not such expenses or claims arise in the Chapter 11 Cases or in any subsequent cases or proceedings under the Bankruptcy Code that may result therefrom.

(b) Reimbursement from MACH Gen, without further order of this Court, when due, of all accrued and unpaid reasonable professional fees and expenses (regardless of whether such fees and expenses were incurred before or after the Petition Date) payable to the First Lien Agent and the First Lien Lenders and the DIP Agent and DIP Lenders (without duplication) pursuant to the terms of the First Lien Prepetition Loan Documents, the DIP Documents and the RSA (limited to White & Case LLP, one local Delaware counsel, and, if required, one (1) local counsel in each relevant jurisdiction and one (1) financial advisor (collectively, the "Lender Professionals"). At the same time such invoices are delivered to the Debtors, the professionals shall deliver a copy of their respective invoices to counsel for any statutory Committee and the U.S. Trustee. The invoices for such fees and expenses shall not be required to comply with any particular format, may be in summary form only, but shall at least

include a general, brief description of the nature of the matters worked on, a list of the professionals who worked on the matter, their hourly rate (if such professionals bill at an hourly rate) and the number of hours each professional billed; provided, however, that any such invoice may be redacted to protect privileged, confidential, or proprietary information. The invoices shall not be subject to application or allowance by the Court. The Debtors shall pay the reasonable and documented accrued and unpaid out-of-pocket professional fees and expenses provided for in this Section 19(a)(iii) within ten (10) days following the presentment of any invoices therefor to the Debtors, counsel to any Committee, and the U.S. Trustee. Any written objection raised by the Debtors, the United States Trustee or any statutory Committee with respect to such invoices (with notice provided to the DIP Agent and to the respective Lender Professional) within ten (10) business days of receipt thereof will be resolved by the Court (absent prior consensual resolution thereof). Pending such resolution, the undisputed portion of any such invoice shall be promptly paid by the Debtors. Such fees and expenses shall not be subject to the Approved Budget and shall not be subject to any offset, defense, claim, counterclaim or diminution of any type, kind or nature whatsoever.

(c) All interest, fees (including letter of credit fees and the Exit Fee), costs, and expenses shall continue to accrue and shall be payable to the extent, and at the rates, provided for in First Lien Financing Documents on the Effective Date of the Acceptable Plan or as otherwise provided in the First Lien Financing Documents.

(d) The use of Cash Collateral, for any purpose, shall constitute post-petition diminution in value of the First Lien Lenders' interest in the Collateral and shall entitle the First Lien Lenders (or the First Lien Agent on behalf of the First Lien Lenders) to dollar-for-dollar Adequate Protection Liens and Adequate Protection Superpriority Claims, in accordance with the

terms of this Final Order. Nothing herein shall impair or modify the application of Bankruptcy Code section 507(b) in the event that the adequate protection provided to the Adequate Protection Parties hereunder is insufficient to compensate for any post-petition diminution in value of the interests of the Adequate Protection Parties in the Prepetition Collateral during the Chapter 11 Cases or any successor cases.

(e) Each Prepetition First Lien Lender is also authorized to terminate the RSA, as to itself, and to exercise all of its rights thereunder, in accordance with the terms of the RSA irrespective of the automatic stay which, to the extent it might apply, is hereby modified to permit such termination and the exercise by each Prepetition First Lien Lender of its rights under the RSA.

21. Carve-Out. (a) Upon the DIP Agent's issuance of a Default Notice (as defined below), all liens, claims and other security interests held by any party, including the Superpriority Claims, the Adequate Protection Liens, the DIP Liens, and the Prepetition First Liens, shall be subject to the payment of the Carve-Out. For purposes of this Order, the "Carve-Out" shall mean, collectively: (a) fees pursuant to 28 U.S.C. § 1930(a)(6) and 28 U.S.C. § 156(c); (b) the payment of fees and expenses of up to $50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code; and (c)(x) unpaid fees and expenses of professionals retained by the MACH Gen Entities pursuant to section 327 or 328 of the Bankruptcy Code or by any Committee pursuant to section 1103 of the Bankruptcy Code (collectively, the "Professionals") incurred and accruing after the date the DIP Agent issues a Default Notice, to the extent such fees and expenses are allowed by the Court, in an aggregate amount (excluding any incurred and unpaid professional fees and expenses of any of the agents or lenders payable pursuant to this Final Order) not in excess of $1,000,000, collectively, with respect to the MACH Gen Entities'

Professionals and the Professionals of any Committee (the "Professionals' Carve-Out Cap") and (y) unpaid Professionals' fees and expenses incurred and accruing prior to or on the date upon which the DIP Agent issues a Default Notice, but only to the extent such unpaid fees and expenses are, with respect to each Professional, set forth in the Approved Budget and are allowed by the Court; provided, however, that the Professionals' Carve-Out Cap shall be reduced, dollar-for-dollar, by the amount of any fees and expenses incurred and accruing by MACH Gen and paid to the applicable Professionals following delivery of a Default Notice to MACH Gen. Notwithstanding the foregoing, so long as a Default Notice has not been issued, MACH Gen shall be permitted to pay fees to estate professionals and reimburse expenses incurred by estate professionals to the extent set forth in the Approved Budget and that are allowed by the Court and payable under sections 328, 330 and 331 of the Bankruptcy Code and compensation procedures approved by the Court and in form and substance reasonably acceptable to the MACH Gen Entities and the First Lien Lenders, as the same may be due and payable, and the same shall not reduce the Professionals' Carve-Out Cap. In any event, the DIP Lenders and the First Lien Lenders reserve the right to review and object to any fee statement, interim application or monthly application issued or filed by estate professionals. Notwithstanding any provision of the Interim Order, this Final Order or the DIP Loan Documents to the contrary, the DIP Loans shall not be used to fund aggregate cumulative expenditures for restructuring professional fees of MACH Gen or any Committee, that exceed the maximum amount with respect thereto set forth in the Approved Budget (after giving effect to any Permitted Variance). For the avoidance of doubt, the foregoing shall not apply to any expenditures for restructuring professional fees that are not set forth in the Approved Budget and

that are paid pursuant to the Plan and in accordance with a court order approving such professionals' retention (including, without limitation, any success or transaction fees).

(b) The payment of any allowed Professional fees and expenses pursuant to the Carve-Out shall not, and shall not be deemed to (i) reduce any Debtor's obligations owed to the DIP Agent, the DIP Lenders, the First Lien Agent and the First Lien Lenders (whether under this Final Order or otherwise) or, (ii) other than as necessary to permit the payment of such Professional fees and expenses (in each case, subject to the terms of and as expressly provided in this Final Order with respect to the Carve-Out), modify, alter or otherwise affect any of the liens and security interests of such parties (whether granted under this Final Order or otherwise) in the Prepetition Collateral or the Collateral (or their claims against the Debtors). The DIP Agent, the DIP Lenders, the First Lien Agent and the First Lien Lenders shall not be responsible for the direct payment or reimbursement of any allowed Professional fees and expenses, or any fees or expenses of the U.S. Trustee or Clerk of the Court (or of any other entity) incurred in connection with the Chapter 11 Cases or any successor case, and nothing in this Final Order or otherwise shall be construed to obligate such parties in any way to pay such compensation or to reimburse such expenses.

22. Limitations on Use of Cash Collateral, etc. The MACH Gen Entities shall not assert or prosecute, and no portion of the DIP Facility, the Collateral (including the Prepetition Collateral and the Cash Collateral), or the Carve-Out, and no disbursements set forth in the Approved Budget, shall be used for the payment of professional fees, disbursements, costs or expenses incurred by any party in interest in connection with (a) asserting or prosecuting any claims, causes of action, or Challenge (as defined in paragraph 33) against the First Lien Agent

or First Lien Lenders, or (b) asserting any Challenge or raising any defenses to the First Lien Prepetition Obligations, the DIP Obligations, the Prepetition First Liens, or the DIP Liens; provided, however, that not more than $25,000 in the aggregate of proceeds of the Carve-Out, any Cash Collateral or any proceeds of the DIP Facility or the Collateral may be used to pay any allowed fees of the Committee or professionals retained by the Committee and incurred in connection with investigating (but not preparing, initiating or prosecuting) the matters covered by the stipulations contained in paragraph F of this Final Order (the "Investigation Budget").

23. 506(c) Waiver; Marshaling. The MACH Gen Entities (on behalf of themselves and their estates) irrevocably waive, and shall be prohibited from asserting, any surcharge claim under section 506(c) of the Bankruptcy Code or otherwise for any costs and expenses incurred in connection with the preservation, protection or enhancement of, or realization by the First Lien Lenders upon, the Collateral. In no event shall the DIP Agent, the DIP Lenders, the First Lien Agent or the First Lien Lenders be subject to the equitable doctrine of marshaling or any similar doctrine with respect to the Collateral.

24. Restrictions on Granting Post-Petition Liens; Collateral Rights; Limitations in Respect of Subsequent Court Orders and Subordination of Liens. Except for the Carve-Out or as otherwise expressly set forth in this Final Order, it shall constitute an Event of Default if any of the MACH Gen Entities incurs or requests authority to incur a claim or grants a lien (or a claim or lien is allowed) having a priority superior to or *pari passu* with those granted pursuant to the Interim Order or this Final Order to the First Lien Agent on behalf of the First Lien Lenders at any time during which any portion of the DIP Facility, the DIP Obligations, the Prepetition Revolving Credit Facility, the Prepetition Term Loan Facility, the First Lien Prepetition Obligations, or the Adequate Protection Obligations owing to the First Lien Lenders

remains outstanding. Without limiting any other provisions and protections of this Final Order, unless the DIP Agent and the First Lien Agent have provided their prior written consent, there shall not be entered in these proceedings, or in any Successor Case, any order which authorizes the obtaining of credit or the incurring of indebtedness that is secured by a security, mortgage, or collateral interest or other lien on all or any portion of the Collateral and/or entitled to priority administrative status which is superior to or *pari passu* with those granted pursuant to the Interim Order and this Final Order for any purpose other than as set forth in the Approved Budget. Without limiting the provisions and protections of this paragraph 24, if at any time prior to the indefeasible repayment and satisfaction in full and in cash of all DIP Obligations and all First Lien Prepetition Obligations, including the satisfactory cash collateralization of all issued and outstanding Revolving Letters of Credit in accordance with the First Lien Financing Documents and the DIP Loan Documents, including subsequent to the confirmation of any plan of reorganization (including an Acceptable Plan), with respect to the MACH Gen Entities or their estates, any trustee, any examiner with enlarged powers or any responsible officer subsequently appointed, shall obtain credit or incur debt in violation of this Final Order or the other DIP Loan Documents, then all of the cash proceeds derived from such credit or debt and all Cash Collateral shall be immediately be turned over to the DIP Agent or the First Lien Agent, as the case may be, for application in accordance with the Interim Order, this Final Order, the DIP Loan Documents and the First Lien Financing Documents, as applicable, and under applicable law.

25. Binding Nature of Order. The provisions of this Final Order shall be binding upon the MACH Gen Entities and their respective successors and assigns (including, without limitation, any trustee or other fiduciary hereafter elected or appointed for or on behalf of any MACH Gen Entity's estate or with respect to its property).

26. Survival of Order. With respect to the DIP Lenders and the First Lien Lenders only, the provisions of this Final Order and any actions taken pursuant thereto (a) shall survive the entry of any order: (i) confirming any plan of reorganization in any of the Chapter 11 Cases; (ii) converting any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code; or (iii) dismissing any of the Chapter 11 Cases; and (b) shall continue in full force and effect notwithstanding the entry of any such order, and the claims, liens, and security interests granted pursuant to this Final Order shall maintain their priority as provided by this Final Order until all of the DIP Obligations are indefeasibly paid in full and discharged in accordance with the DIP Loan Documents. The DIP Obligations shall not be discharged by the entry of any order confirming any plan of reorganization in any of the Chapter 11 Cases that does not provide for the payment in full and in cash of the DIP Obligations, and upon the entry of any such order, the MACH Gen Entities shall, and shall be deemed to, waive any such discharge pursuant to section 1141(d)(4) of the Bankruptcy Code, unless alternative treatment of the DIP Obligations is agreed to in an Acceptable Plan (but only if such Acceptable Plan is confirmed and becomes effective).

27. Protection under Section 364(e) of the Bankruptcy Code. If any or all of the provisions of this Final Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacatur or stay shall not affect (i) the validity of any DIP Obligations or Adequate Protection Obligations owing to the DIP Agent, the DIP Lenders, the First Lien Agent or the First Lien Lenders incurred prior to the actual receipt by the DIP Lenders and the First Lien Lenders of written notice of the effective date of such reversal, modification, vacation or stay, or (ii) the validity or enforceability of any claim, lien, security interest or priority authorized or created hereby or pursuant to the DIP Loan Documents with respect to any DIP Obligations or Adequate Protection Obligations owing to the DIP Agent, the DIP Lenders, the First Lien Agent

or the First Lien Lenders. Notwithstanding any such reversal, modification, vacatur or stay, any use of Cash Collateral or the incurrence of DIP Obligations or Adequate Protection Obligations owing to the First Lien Lenders and the First Lien Agent by MACH Gen prior to the actual receipt by the First Lien Lenders of written notice of the effective date of such reversal, modification, vacatur, or stay, shall be governed in all respects by the provisions of this Final Order, and the DIP Lenders, the DIP Agent, the First Lien Lenders, and the First Lien Agent shall be entitled to all of the rights, remedies, protections and benefits granted under section 364(e) of the Bankruptcy Code, this Final Order and the other DIP Loan Documents with respect to all uses of Cash Collateral and the incurrence of DIP Obligations and Adequate Protection Obligations owing to First Lien Lenders and First Lien Agent.

28. Termination of DIP Facility. MACH Gen's right to use the DIP Facility and Cash Collateral shall terminate immediately upon the earliest of (i) the DIP Loan Maturity Date and (ii) five (5) calendar days following delivery of written notice (the "Default Notice," and such period of time, the "Default Notice Period") via electronic mail and facsimile by the DIP Lenders or the DIP Agent to counsel to MACH Gen, counsel to the First Lien Lenders, the U.S. Trustee, counsel to the Committee (if any) and any other official committee appointed in the Chapter 11 Cases, of the occurrence of an Event of Default (as defined below) (the date of such termination pursuant to clauses (i) or (ii) above, the "Termination Date").

29. Events of Default. Except as otherwise provided in this Final Order or to the extent the First Lien Lenders may otherwise agree in writing, any violation of any of the terms of this Final Order or any occurrence of an "Event of Default" under and as defined in Section 6.01 of the DIP Credit Agreement shall constitute an event of default (each, an "Event of Default").

Interest, including, where applicable, default interest, shall accrue and be paid as set forth in the DIP Credit Agreement.

30. Modification of Stay; Rights and Remedies Upon Termination.

(a) Subject to paragraph 28 of this Final Order, upon the occurrence of a Termination Date, the automatic stay provisions of section 362 of the Bankruptcy Code shall be automatically vacated and modified to the extent necessary to permit the DIP Agent, the DIP Lenders, the First Lien Agent and/or the First Lien Lenders, as applicable, to exercise all rights and remedies provided in this Final Order, the DIP Loan Documents or the First Lien Financing Documents, as applicable, and to take any or all of the following actions without further order of or application to this Court: (i) immediately terminate MACH Gen's use of Cash Collateral and cease making any DIP Loans to MACH Gen; (ii) immediately declare all DIP Obligations to be immediately due and payable; (iii) immediately terminate the DIP Facility and the availability of any DIP Loans thereunder; (iv) immediately set off any and all amounts in accounts maintained by the MACH Gen Entities with (or subject to a security interest in favor of) the DIP Agent, the DIP Lenders, the First Lien Agent, or the First Lien Lenders, as applicable, against the DIP Obligations or the First Lien Prepetition Obligations, or otherwise enforce rights against the Collateral in the possession of, or subject to a lien in favor of the DIP Agent, the DIP Lenders, the First Lien Agent, or the First Lien Lenders, as applicable, in each case for application towards the DIP Obligations or the First Lien Prepetition Obligations, as applicable; (v) upon the occurrence of an Event of Default resulting from a Talen/Company Walkaway, to exercise the First Lien Step-In Right; and (vi) take any other actions or exercise any other rights or remedies permitted under this Final Order, the DIP Loan Documents, the First Lien Financing Documents or applicable law to effect the repayment of the DIP Obligations and the First Lien Prepetition

Obligations. The automatic stay under section 362(a) of the Bankruptcy Code shall be automatically vacated and modified as provided above, unless and until, during the Default Notice Period, the Court has determined that an Event of Default has not occurred and/or is not continuing. Any party in interest's sole recourse with respect to opposing such modification of the automatic stay under section 362(a) of the Bankruptcy Code shall be to contest the occurrence and/or continuance of an Event of Default. During the Default Notice Period, the MACH Gen Entities shall (x) have no right to use any proceeds of the DIP Facility or the Cash Collateral, or any right to request advances under the DIP Facility, other than (i) with the consent of the DIP Lenders and the First Lien Lenders, or (ii) to contest the occurrence and/or continuance of the an Event of Default and (y) be entitled to an emergency hearing before the Court, with proper notice to the DIP Lenders and the First Lien Lenders, solely for the purpose of contesting whether an Event of Default has occurred and/or is continuing.

(b) Upon the occurrence of an Event of Default resulting from a Talen/Company Walkaway, (x) the MACH Gen Entities' exclusive right to file and solicit acceptance of a plan of reorganization shall be deemed automatically modified without further court order solely to allow the First Lien Lenders to exercise the First Lien Step-In Right, including, without limitation, to make any modifications to, and to prosecute confirmation of, an Acceptable Plan, as provided in the RSA and (y) the MACH Gen Entities shall cooperate in good faith with the First Lien Lenders as reasonably necessary to allow the First Lien Lenders to exercise the First Lien Step-In Right and seek confirmation and consummation of an Acceptable Plan, including, without limitation, by promptly providing the First Lien Lenders with prompt access to any documents, information, and employees and/or physical access to any facility or

property necessary for executing the First Lien Step-In Right and/or for seeking confirmation or consummation of an Acceptable Plan.

(c) The rights and remedies of the DIP Agent, the DIP Lenders, the First Lien Agent and the First Lien Lenders specified herein are cumulative and not exclusive of any rights or remedies that the DIP Agent, the DIP Lenders, the First Lien Agent and/or the First Lien Lenders may respectively have under the DIP Loan Documents or the First Lien Financing Documents, or otherwise. The MACH Gen Entities shall cooperate fully with the DIP Agent, the DIP Lenders, the First Lien Agent and the First Lien Lenders, respectively, in their exercise of rights and remedies, whether against the Collateral or otherwise.

31. Limitations on Borrowings. It shall constitute an Event of Default if any of the MACH Gen Entities, the Committee, or any of the members of the Committee seeks authorization for the MACH Gen Entities or their estates to borrow money from any person other than the DIP Lenders to the extent that the repayment of such borrowings is to be secured pursuant to section 364(d)(1) of the Bankruptcy Code by a security interest, lien or mortgage that is senior to or *pari passu* with any of the security interests, liens or mortgages held by the DIP Agent on behalf of the DIP Lenders or the First Lien Agent on behalf of the First Lien Lenders, including the Adequate Protection Liens, the Prepetition First Liens, and the DIP Liens, unless in connection with such borrowings the DIP Obligations and any remaining First Lien Prepetition Obligations (including, any Yield Maintenance Fees (as such term is defined in the First Lien Credit Agreement or the DIP Credit Agreement, as applicable)) are indefeasibly paid in full in cash (including the satisfactory cash collateralization of all issued and outstanding Revolving Letters of Credit in accordance with the First Lien Financing Documents and the DIP Loan Documents) as a condition to the closing of such borrowings.

32. Modifications of DIP Loan Documents and Budgets. The MACH Gen Entities are hereby authorized, without further order of this Court, to enter into agreements with the DIP Agent, the DIP Lenders, the First Lien Agent and First Lien Lenders providing for any non-material modifications to the Approved Budget or the DIP Loan Documents, or of any other modifications to the DIP Loan Documents necessary to conform the terms of the DIP Loan Documents to this Final Order; provided, however, that the MACH Gen Entities shall provide notice of any material modification or amendment to the Approved Budget or the DIP Loan Documents that is adverse to the MACH Gen Entities' estates to counsel to any Committee, counsel to the First Lien Lenders, and the U.S. Trustee, each of whom shall have five (5) days from the date of such notice within which to object in writing to such modification or amendment. If any Committee, the U.S. Trustee, or the First Lien Lenders timely objects to any such material modification or amendment to the Approved Budget or the DIP Loan Documents, such modification or amendment shall only be permitted pursuant to an order of this Court.

33. Stipulations Regarding First Lien Prepetition Obligations and Prepetition First Liens Binding on Parties in Interest. The stipulations and admissions contained in this Final Order and the Interim Order, including, without limitation, in recital paragraph F of this Final Order, shall be binding on the MACH Gen Entities' estates and all parties in interest, including, without limitation, all Committees, unless (a) any Committee, or another party in interest (other than any of the MACH Gen Entities) with standing and requisite authority, has timely commenced a contested matter or adversary proceeding (subject to the limitations set forth in paragraph 21 hereof, including, the Investigation Budget) (a "Challenge") challenging the amount, validity or enforceability of the First Lien Prepetition Obligations, or the perfection or priority of the Prepetition First Liens, or otherwise asserting any objections, claims or causes of

action on behalf of the MACH Gen Entities' estates against the First Lien Lenders relating to the First Lien Prepetition Obligations or the Prepetition First Liens no later than on or before either (i) if no Committee has been appointed, the earlier of (A) 75 days from the Petition Date and (B) the date on which objections to confirmation of MACH Gen's Chapter 11 plan or plans of reorganization for one or more of the MACH Gen Entities are due, or (ii) if a Committee has been appointed, the earlier of (A) 60 days after such Committee is appointed and (B) the date on which objections to confirmation of MACH Gen's Chapter 11 plan or plans of reorganization for one or more of the MACH Gen Entities are due, and (b) to the extent the Court rules in favor of the plaintiff in any such timely and properly filed Challenge. If no such Challenge is timely commenced as of such date then, without further order of the Court, (x) the claims, liens and security interests of the First Lien Agent and the First Lien Lenders shall, without further order of the Court, be deemed to be finally allowed for all purposes in the Chapter 11 Cases and any subsequent Chapter 7 cases and shall not be subject to challenge or objection by any party in interest as to validity, priority, amount or otherwise, and (y) without further order of the Court, the MACH Gen Entities and their estates shall be deemed to have released any and all claims or causes of action against the First Lien Lenders with respect to the First Lien Financing Documents or any related transactions. Notwithstanding anything to the contrary herein, if no Challenge is timely commenced, the stipulations contained in paragraph F of this Final Order shall be binding on the MACH Gen Entities' estates, any Committee and all parties in interest. If a Challenge is timely commenced, the stipulations contained in paragraph F of this Final Order shall be binding on the MACH Gen Entities' estates and all parties in interest except to the extent such stipulations are specifically challenged in such Challenge, as and when originally filed (ignoring any relation back principles); provided, that if and to the extent a

Challenge is withdrawn, denied or overruled, the stipulations specifically challenged in such Challenge also shall be binding on the MACH Gen Entities' estates and all parties in interest.

34. Waiver of Requirement to File Proofs of Claim.

(a) The DIP Agent and the DIP Lenders shall not be required to file proofs of claim in the Chapter 11 Cases or any Successor Case in order to maintain their claims for payment of principal, interest, fees, expenses and other amounts owing in respect of the DIP Obligations under, and as provided in, the DIP Loan Documents. The statements of claim in respect of the DIP Obligations set forth in this Final Order and the Interim Order, together with the evidence accompanying the Motion and presented at the Interim Hearing and Final Hearing are deemed sufficient to and do constitute proofs of claim in respect of such obligations and such secured status.

(b) The First Lien Agent and the First Lien Lenders shall not be required to file proofs of claim in the Chapter 11 Cases or any Successor Case in order to maintain their claims for payment of principal, interest, fees, expenses and other amounts owing in respect of the First Lien Prepetition Obligations under, and as provided in, the First Lien Financing Documents. The statements of claim in respect of the First Lien Prepetition Obligations, set forth in this Final Order and the Interim Order, together with the evidence accompanying the Motion and presented at the Interim Hearing and Final Hearing are deemed sufficient to and do constitute proofs of claim in respect of such obligations and such secured status.

35. DIP Agent and First Lien Agent Authorization. Notwithstanding any provision of the First Lien Financing Documents or the DIP Loan Documents, each of the DIP Agent and First Lien Agent is hereby authorized to make any and all account transfers requested by MACH

Gen in accordance with the Approved Budget, and is further authorized to take any other action reasonably necessary to implement the terms of the Interim Order and this Final Order.

36. Subordination of Certain Tax Allocation Claims. The following subordination provisions (collectively, the "Tax Claim Subordination") constitute essential consideration for the DIP Agent and the DIP Lenders' entry into the DIP Facility and are an integral element of the First Lien Agent and First Lien Lenders' adequate protection.

(a) For all purposes, the liabilities and obligations under the Interim Order, this Final Order, the other DIP Loan Documents and the First Lien Financing Documents shall be senior in priority and right to payment to any Tax Allocation Claims.

(b) Any rights to payment on account of the Tax Allocation Claims are subordinated to the DIP Agent's, DIP Lenders, Prepetition Agent, and Prepetition First Lien Lenders' right to payment in full in cash of the obligations under the DIP Credit Agreement, the Interim Order, this Final Order, and the First Lien Credit Agreement. No legal or beneficial owner of a Tax Allocation Claim (a "Tax Allocation Claimant") shall accept or receive payments or other distributions on account of any Tax Allocation Claim (including, without limitation, under any plan of reorganization, plan of liquidation or otherwise, whether in cash or other property and whether received directly, indirectly or by set-off, counterclaim or otherwise) from any of the Debtors prior to the date that all DIP Obligations, Adequate Protection Obligations, and Prepetition First Lien Obligations have been indefeasibly paid in full in cash and all commitments related to the DIP Loan and the Prepetition First Lien Loan have terminated (the "Satisfaction of the Senior Obligations").

(c) So long as the Satisfaction of Senior Obligations has not occurred, any payments or other distributions on account of a Tax Allocation Claim (whether or not expressly

characterized as such) received by a Tax Claimant shall be segregated and held in trust and forthwith paid over to the DIP Agent or the First Lien Agent for the benefit of the DIP Lenders and/or the First Lien Lenders, as applicable, in the same form as received, with any necessary endorsements or as a court of competent jurisdiction may otherwise direct.

(d) No Tax Allocation Claimant shall take any action or cause any action to be taken to recover in connection with the Tax Allocation Claims, or otherwise enforce or exercise remedies with respect to a Tax Allocation Claim prior to the Satisfaction of the Senior Obligations.

(e) No Tax Allocation Claimant shall take or cause to be taken any action the purpose or intent of which could directly or indirectly interfere, hinder or delay, in any manner, whether by judicial proceedings or otherwise, any action to enforce any DIP Obligation, Adequate Protection Obligation, or Prepetition First Lien Obligation.

37. No Modification of Final Order. The MACH Gen Entities irrevocably waive any right to seek any amendment, modification or extension of this Final Order without the prior written consent of the DIP Lenders and the First Lien Lenders and no such consent shall be implied by any action, inaction or acquiescence of the DIP Lenders or the First Lien Lenders

38. Rights Preserved. Notwithstanding anything herein to the contrary, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly (a) the DIP Agent's, the DIP Lenders', the First Lien Agent's or the First Lien Lenders' right to seek any other or supplemental relief in respect of MACH Gen, including the right to seek additional adequate protection, as applicable, subject to the terms of the RSA, (b) any of the rights of the DIP Agent, DIP Lender, the First Lien Agent or the First Lien Lenders under the Bankruptcy Code or applicable nonbankruptcy law. Nothing contained herein

shall be deemed a finding by the Court or an acknowledgement by the First Lien Agent or the First Lien Lenders that the adequate protection granted herein does in fact adequately protect the First Lien Agent or the First Lien Lenders against any diminution in value of the Prepetition Collateral.

39. Priority of Terms. To the extent of any conflict between or among (a) the Motion, any other order of this Court, or any other agreements, on the one hand, and (b) the terms and provisions of this Final Order, on the other hand, the terms and provisions of this Final Order shall govern.

40. Entry of Final Order; Effect. This Final Order shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof, notwithstanding the possible application of Fed. R. Bankr. P. 6004(h), 7062, 9014, or otherwise, and the Clerk of this Court is hereby directed to enter this Final Order on this Court's docket in the Chapter 11 Cases.

41. Limitation of Liability. In determining to make any DIP Loans, permitting the use of Cash Collateral, or in exercising any rights or remedies as and when permitted pursuant to the Interim Order or this Final Order, the DIP Loan Documents, or the First Lien Financing Documents, none of the DIP Agent, the DIP Lenders, the First Lien Agent or the First Lien Lenders shall be deemed to be in control of the operations of the MACH Gen Entities or any affiliate (as defined in section 101(2) of the Bankruptcy Code) of the MACH Gen Entities, or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the MACH Gen Entities or any affiliate of the MACH Gen Entities (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601 et seq., as amended, or any

similar federal or state statute). Furthermore, nothing in the Interim Order, this Final Order, the DIP Loan Documents, or the First Lien Financing Documents shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agent, the DIP Lenders, the First Lien Agent, or the First Lien Lenders of any liability for any claims arising from the prepetition or postpetition activities of the MACH Gen Entities or any affiliate of the MACH Gen Entities.

42. Cash Management. Subject to paragraph 9 of this Final Order, the MACH Gen Entities shall not seek approval of any cash management system without the prior approval of the DIP Lenders and the First Lien Lenders, which consent shall not be unreasonably withheld, and any order approving such cash management system shall be reasonably acceptable to the DIP Lenders and the First Lien Lenders.

43. Credit Bidding.

(a) The DIP Agent, acting at the direction of the requisite DIP Lenders, shall have the unqualified right to credit bid up to the full amount of the DIP Obligations in any sale of the Collateral (or any part thereof), without the need for further Court order authorizing the same, and whether such sale is effectuated through section 363 or 1129 of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise; and

(b) The First Lien Agent, at the direction of the requisite First Lien Lenders, shall have the unqualified right to credit bid up to the full amount of any remaining First Lien Prepetition Obligations in the sale of any Prepetition Collateral (or any part thereof) subject to the satisfaction of the DIP Obligations, or as otherwise consented to by the DIP Lenders, without the need for further Court order authorizing the same, and whether such sale is effectuated through section 363 or 1129 of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise.

44. Equities of the Case. In light of, as applicable, the subordination of the Prepetition First Liens to the Adequate Protection Liens in respect of the First Lien Lenders, the DIP Liens and the Carve-Out, and the granting of the DIP Liens, the First Lien Agent and the First Lien Lenders shall be entitled to all benefits of Bankruptcy Code section 552(b), and the "equities of the case" exception under Bankruptcy Code section 552(b) shall not apply to the First Lien Agent or the First Lien Lenders with respect to the proceeds, product, offspring, or profits of any of the Collateral, including the Prepetition Collateral.

45. Reporting Requirements. Notwithstanding any procedures or requirements under the First Lien Financing Documents or the DIP Loan Documents, MACH Gen shall prepare and furnish to counsel for the DIP Lenders, and counsel for the First Lien Lenders, in form and substance reasonably acceptable to the DIP Agent and the First Lien Lenders, a weekly report of receipts, disbursements, and a reconciliation of actual receipts and disbursements with those set forth in the Approved Budget, on a line-by-line basis, showing any percentage variance to the proposed corresponding line item of the Approved Budget (a) for the immediately preceding two-week period and (b) on a cumulative basis for the period of the Approved Budget or such other budget period, as applicable, and showing a calculation of the covenants and MACH Gen's compliance or noncompliance, which shall be certified by the chief financial officer or chief executive officer as having been prepared under such officer's supervision and in good faith (the "Budget Reconciliation"). MACH Gen shall also provide counsel to the DIP Agent and counsel to the First Lien Lenders with (i) a list of any and all prepetition claims paid during such period, each with a notation regarding which order authorized such payments, and (ii) the cumulative total of all prepetition claims paid, each with a notation regarding which order authorized such payments (the "Other Reporting Obligations"). Such Budget Reconciliation and Other Reporting

Obligations shall be provided to counsel to the DIP Lenders and counsel to the First Lien Lenders so as actually to be received within three (3) business days following the end of each applicable period. MACH Gen and its professionals shall make themselves available to discuss the Budget Reconciliation and any other reports provided pursuant to the Interim Order and/or this Final Order with the professionals retained by the DIP Lenders and the First Lien Lenders on such basis as may be reasonably requested by the DIP Lenders and the First Lien Lenders.

46. No Third Party Rights. Except as explicitly provided for herein, this Final Order does not create any rights for the benefit of any party, creditor, equity holder or other entity other than the DIP Agent, the DIP Lenders, the First Lien Agent, the First Lien Lenders, and the MACH Gen Entities, and their respective successors and assigns.

47. Intercreditor Issues. Nothing in this Final Order shall be construed to convey on any individual DIP Lender or Prepetition First Lien Lender any consent, voting or other rights beyond those (if any) set forth in the DIP Loan Documents, First Lien Financing Documents and RSA, as applicable. Nothing in this Final Order shall be construed to impair or otherwise affect any intercreditor, subordination or similar agreement or arrangement in respect of the First Lien Prepetition Obligations.

48. Enforceability. This Final Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon execution hereof. Any findings of fact shall constitute a finding of fact even if it is stated as a conclusion of law, and any conclusion of law shall constitute a conclusion of law even if it is stated as a finding of fact.

49. Retention of Jurisdiction. Notwithstanding any provision in the DIP Loan Documents or the First Lien Financing Documents, this Court shall retain jurisdiction over all

matters pertaining to the implementation, interpretation and enforcement of the Interim Order, this Final Order, the DIP Facility, or the DIP Loan Documents.

Dated: _____, 2018
Wilmington, Delaware

_____
United States Bankruptcy Judge

EXHIBIT A

DIP Credit Agreement

EXHIBIT B

Approved Budget

Exhibit G
to the
Restructuring Support Agreement

DIP CREDIT AGREEMENT

SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AND GUARANTY AGREEMENT

Dated as of [●], 2018

Among

NEW MACH GEN, LLC

as Borrower

and

THE GUARANTORS NAMED HEREIN

as Guarantors

and

THE INITIAL LENDERS NAMED HEREIN

as Initial Lenders

and

CLMG CORP.

as Collateral Agent

and

CLMG CORP.

as Administrative Agent

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SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AND GUARANTY AGREEMENT

SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AND GUARANTY AGREEMENT dated as of [●], 2018, among NEW MACH GEN, LLC, a Delaware limited liability company (the "***Borrower***"), the Guarantors (as hereinafter defined), the Lenders (as hereinafter defined), CLMG CORP., a Texas corporation ("***CLMG***"), as collateral agent (together with any successor collateral agent, the "***Collateral Agent***") for the Secured Parties (as hereinafter defined), and CLMG, as administrative agent (together with any successor administrative agent appointed pursuant to Article VII, the "***Administrative Agent***" and, together with the Collateral Agent, the "***Agents***") for the Lenders (as hereinafter defined).

PRELIMINARY STATEMENTS:

WHEREAS, on [●], 2018 (the "***Petition Date***"), each of the Loan Parties commenced a voluntary case (collectively, the "***Chapter 11 Cases***") under Chapter 11 of Title 11 of the United States Code entitled "Bankruptcy" (as now or hereafter in effect, or any successor thereto, the "***Bankruptcy Code***") in the United States Bankruptcy Court for the District of Delaware (the "***Bankruptcy Court***"), which Chapter 11 Cases are jointly administered for procedural purposes and such Loan Parties continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, the Borrower has requested that the Lenders provide a senior secured superpriority debtor-in-possession term loan credit facility in an aggregate principal amount not to exceed $20,000,000, and the proceeds of which shall be used solely for the purposes permitted under Section 2.13;

WHEREAS, the Lenders are willing to make certain Post-Petition loans at the request of the Borrower of up to the amount of the aggregate Commitments under the DIP Facility upon the terms and conditions set forth herein;

WHEREAS, the Guarantors are willing to guarantee all of the Obligations of the Borrower to the Lenders under the Loan Documents;

WHEREAS, the Borrower and each Guarantor acknowledges that they each will receive substantial direct and indirect benefits by reason of the making of loans and other financial accommodations to the Borrower as provided in this Agreement; and

WHEREAS, to provide security for the repayment of all obligations of any kind of the Loan Parties hereunder and under the other Loan Documents, including direct borrowings, each of the Loan Parties will provide to the Collateral Agent (for the benefit of the Secured Parties) the Liens, status and protection set forth in the Financing Orders.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

SECTION 1.01. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"***Acceptable Plan***" means (i) the Prepackaged Plan, or (ii) a plan of reorganization of the Loan Parties pursuant to Chapter 11 of the Bankruptcy Code which has been consented to by the Administrative Agent and the Required Lenders (as defined in the Restructuring Support Agreement).

"***Accounts***" has the meaning specified in the Security Deposit Agreement.

"***Administrative Agent***" has the meaning specified in the recital of parties to this Agreement.

"***Administrative Agent's Account***" means the account of the Administrative Agent specified by the Administrative Agent in writing to the Lenders from time to time.

"***Agent Parties***" has the meaning specified in Section 9.02(c).

"***Affiliate***" means, as to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person or is a director or officer of such Person. For purposes of this definition, the term "control" (including the terms "*controlling*," "*controlled by*" and "*under common control with*") of a Person means the possession, direct or indirect, of the power to vote 15% or more of the Voting Interests of such Person or to direct or cause the direction of the management and policies of such Person, whether through the ownership of Voting Interests, by contract or otherwise.

"***Agents***" means the Collateral Agent and the Administrative Agent.

"***Agreement***" means this Senior Secured Superpriority Debtor-in-Possession Credit and Guaranty Agreement, as modified, supplemented, amended or restated from time to time.

"***Agreement Value***" means, for each Hedge Agreement or Commodity Hedge and Power Sale Agreement, on any date of determination, the amount, if any, that would be payable by any Loan Party to its counterparty to such Hedge Agreement or Commodity Hedge and Power Sale Agreement, as the case may be, in accordance with its terms as if an Early Termination Event (as defined in the Intercreditor Agreement) has occurred on such date of determination.

"***Anti-Terrorism Laws***" means any of the following (a) the Anti-Terrorism Order, (b) the Terrorism Sanctions Regulations (Title 31 Part 595 of the US Code of Federal Regulations), (c) the Terrorism List Governments Sanctions Regulations (Title 31 Part 596 of the US Code of Federal Regulations), (d) the Foreign Terrorist Organizations Sanctions Regulations (Title 31 Part 597 of the US Code of Federal Regulations), (e) the Patriot Act, (f) all other present and future legal requirements of any Governmental

Authority addressing, relating to, or attempting to eliminate, terrorist acts and acts of war, and (g) any regulations promulgated pursuant thereto or pursuant to any legal requirements of any Governmental Authority governing terrorist acts and acts of war.

"***Anti-Terrorism Order***" means Section 1 of Executive Order 13224 of September 24, 2001, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (Title 12, Part 595 of the US Code of Federal Regulations).

"***Applicable Margin***" means 6.00% *per annum*.

"***Approved Budget***" means the "Approved Budget" as defined in the Interim Order and, after the Final Order Entry Date, the Final Order, in each case, including, for the avoidance of doubt, as updated periodically in accordance with Section 5.03(d)(ii).

"***Approved Fund***" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender, or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"***Asset Sale***" has the meaning specified in the Security Deposit Agreement.

"***Assignment and Acceptance***" means an assignment and acceptance entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 9.07 or by the definition of "***Eligible Assignee***"), and accepted by the Administrative Agent, in accordance with Section 9.07 and in substantially the form of Exhibit C hereto or any other form approved by the Administrative Agent.

"***Athens***" means New Athens Generating Company, LLC, a Delaware limited liability company and owner of the Athens Project.

"***Athens Cap Amount***" means, as of any date of determination, an amount equal to the product of (a) $447,900,000 multiplied by (b) a fraction, the numerator of which is the sum of (x) the total Outstanding Amount of all DIP Loans under this Agreement and (y) the total Intercreditor Outstanding Amount under the Pre-Petition First Lien Credit Agreement, in each case at such time, and the denominator of which is the sum of (i) the total Outstanding Amount of all DIP Loans under this Agreement, (ii) the total Intercreditor Outstanding Amount under the Pre-Petition First Lien Credit Agreement, and (iii) any outstanding First Lien Obligations (as defined in the Intercreditor Agreement) under any First Lien Commodity Hedge and Power Sale Agreements, in each case, at such time.

"***Athens Project***" means the 1,080 MW natural gas/fuel oil-fired capable electric generating station located in Greene County, New York and all appurtenances thereto owned or operated by Athens, including electrical switchyards, electrical interconnections and fuel delivery and storage facilities.

"***Athens Water Supply Permits***" means, collectively, all Governmental Authorizations granting or otherwise conveying the water rights related to or associated with the Athens Project or the Athens Project site, including those water rights related to or associated with the fee owned real estate and such rights that are more particularly

described as the Governmental Authorizations listed as items 4, 5 and 6 under the heading "ATHENS" on Schedule 4.01(e).

"***Avoidance Actions***" mean claims and causes of actions under Chapter 5 of the Bankruptcy Code and other similar laws for preferences, fraudulent conveyances, and other avoidance power claims.

"***Bankruptcy Code***" has the meaning specified in the recitals hereto.

"***Bankruptcy Court***" has the meaning specified in the recitals hereto.

"***Bankruptcy Law***" means the Bankruptcy Code and all other liquidation, conservatorship, bankruptcy, general assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"***Base Capex Amount***" has the meaning specified in Section 5.02(m)(i).

"***Base Case Projections***" has the meaning specified in Section 3.01(a)(viii).

"***Borrower***" has the meaning specified in the recital of parties to this Agreement.

"***Borrowing***" means a borrowing consisting of simultaneous DIP Loans made by the Lenders.

"***Business Day***" means a day of the year on which banks are not required or authorized by law to close in New York City or Las Vegas, Nevada, and, if the applicable Business Day relates to any DIP Loans, on which dealings are carried on in the London interbank market.

"***Capacity***" means 1,080 MW in the case of Athens, 360 MW in the case of Millennium, and 1,092 MW in the case of Harquahala.

"***Capital Expenditures***" means, for any Person for any period, the sum of, without duplication, (a) all expenditures made, directly or indirectly, by such Person or any of its Subsidiaries during such period for equipment, fixed assets, real property or improvements, or for replacements or substitutions therefor or additions thereto, that have been or should be, in accordance with GAAP, reflected as additions to property, plant or equipment on a Consolidated balance sheet of such Person *plus* (b) the aggregate principal amount of all Debt (including Obligations under Capitalized Leases) assumed or incurred in connection with any such expenditures. For purposes of this definition, the purchase price of equipment that is purchased simultaneously with the trade-in of existing equipment or with insurance proceeds shall be included in Capital Expenditures only to the extent of the gross amount of such purchase price less the credit granted by the seller of such equipment for the equipment being traded in at such time or the amount of such proceeds, as the case may be.

"***Capital Expenditures for Investment***" means, in respect of any of the Loan Parties, the portions of such Loan Party's Capital Expenditures that are not Capital Expenditures for Maintenance.

"***Capital Expenditures for Maintenance***" means, in respect of any of the Loan Parties, Capital Expenditures that are customary for the operation and maintenance of any of the Projects at its Capacity in accordance with applicable law and Prudent Industry Practice and in the ordinary course of business consistent with past practice.

"***Capitalized Leases***" means all leases that have been or should be, in accordance with GAAP, recorded as capitalized leases.

"***Carve-Out***" has the meaning specified in Section 2.16(a).

"***Cash***" means money, currency or a credit balance in any demand account or deposit account.

"***Cash Equivalents***" has the meaning specified in the Security Deposit Agreement.

"***Casualty Event***" has the meaning specified in the Security Deposit Agreement.

"***CERCLA***" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time.

"***CERCLIS***" means the Comprehensive Environmental Response, Compensation and Liability Information System maintained by the U.S. Environmental Protection Agency.

"***Change of Control***" means, at any time, any "*person*" or "*group*" (within the meaning of Rule 13(d) of the Exchange Act and the rules of the Securities and Exchange Commission thereunder as in effect on the DIP Effective Date) other than any member or members of the Sponsor Group (a) shall have acquired ownership, directly or indirectly, beneficially or of record, of more than 50% on a fully diluted basis of the aggregate voting power represented by the issued and outstanding Equity Interests in the Borrower or (b) have acquired direct or indirect control of the Borrower. For the purposes of this definition, "***Control***" shall be defined to mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Borrower, whether through the ability to exercise voting power, contract or otherwise; provided, that if any of the foregoing occurs as part of the consummation of an Acceptable Plan, it shall not constitute a Change of Control.

"***Chapter 11 Cases***" has the meaning specified in the recitals hereto.

"***CLMG***" has the meaning specified in the recital of parties to this Agreement.

"***Collateral***" means the Equity Interests in the Borrower and all Property (including Equity Interests in any Guarantor) of the Loan Parties, now owned or hereafter acquired, other than Excluded Property and Avoidance Actions; provided, that, upon the Final Order Entry Date, the proceeds of Avoidance Actions shall constitute Collateral.

"***Collateral Agent***" has the meaning specified in the recital of parties hereto.

"***Commitment***" means with respect to any Lender at any time (x) during the period from the DIP Effective Date until the Final Order Entry Date and (y) from and

after the Final Order Entry Date, as the case may be, the amount set forth for such period opposite such Lender's name on Schedule I hereto under the caption "*Commitment*" or, if such Lender has entered into one or more Assignment and Acceptances, set forth for such Lender in the Register maintained by the Administrative Agent pursuant to Section 9.07(f) as such Lender's "*Commitment*" for such period, as such amount may be reduced at or prior to such time pursuant to Section 2.04 or 6.01. The aggregate of the Commitments of all Lenders hereunder shall be $20,000,000.00.

"***Commodity Exchange Act***" means the Commodity Exchange Act (7 U.S.C § 1 et seq.), as amended from time to time, and any successor statute.

"***Commodity Hedge and Power Sale Agreement***" means any Non-Speculative swap, cap, collar, floor, future, option, spot, forward, power purchase and sale agreement, electric power generation capacity swap or purchase and sale agreement, fuel purchase and sale agreement, power transmission agreement, fuel transportation agreement, fuel storage agreement, or netting agreement or similar agreement entered into in respect of any commodity by any Loan Party in connection with any Permitted Trading Activity hedged with the same Commodity Hedge Counterparty under one master or implementation agreement, but excluding any Energy Management Agreement and any master or implementation agreements or transactions entered into pursuant to such Energy Management Agreement between any Loan Party and its counterparty to such Energy Management Agreement.

"***Commodity Hedge Counterparty***" means any Person that (a)(i) is a commercial bank, insurance company, investment fund or other similar financial institution or any Affiliate thereof which is engaged in the business of entering into Commodity Hedge and Power Sale Agreements, (ii) is any industrial or utility company or other company that enters into commodity hedges in the ordinary course of its business, or (iii) is either a load-serving entity that has received an order from a local commission or a municipal or cooperative entity that has been granted a monopoly franchise territory for retail electric sales and, in either case, the right to recover costs of purchased power in rates, and (b) in the case of (i) and (ii) only, at the time the applicable Commodity Hedge and Power Sale Agreement is entered into, has a Required Rating.

"***Communications***" has the meaning specified in Section 9.02(b).

"***Confidential Information***" means information that any Loan Party furnishes to any Agent or any Lender designated as confidential, but does not include any such information that is or becomes generally available to the public other than as a result of a breach by such Agent or any Lender of its obligations hereunder or that is or becomes available to such Agent or such Lender from a source other than the Loan Parties that is not, to the best of such Agent's or such Lender's knowledge, acting in violation of a confidentiality agreement with a Loan Party.

"***Consent and Agreement***" means with respect to any Material Contract, (i) if such Material Contract is a Commodity Hedge and Power Sale Agreement, a consent and agreement in favor of Collateral Agent (for the benefit of the Secured Parties) in substantially the form attached hereto as Exhibit D-1 and (ii) in the case of any other such Material Contract, a consent and agreement in favor of the Collateral Agent (for the

benefit of the Secured Parties) in substantially the form attached hereto as Exhibit D-2 or, in either case, otherwise in form and substance reasonably satisfactory to the Collateral Agent and the Administrative Agent.

"***Consenting Lenders***" has the meaning specified in the Restructuring Support Agreement.

"***Consolidated***" refers to the consolidation of accounts in accordance with GAAP.

"***Contractual Obligations***" means, as applied to any Person, any provision of any Equity Interests issued by such Person or of any indenture, mortgage, deed of trust, contract, undertaking, agreement or other instrument to which such Person is a party or by which it or any of its Properties is bound.

"***Counterparty Collateral Accounts***" means cash collateral, lock-box, margin, clearing or similar accounts held in the name of a Loan Party and subject to a Permitted Lien pursuant to clause (d) of the definition thereof; *provided*, that the balance of any such account shall not exceed $250,000 at any time, and the aggregate balance of all such accounts shall not exceed $1,000,000 at any time.

"***Debt***" of any Person means, without duplication, (a) Debt for Borrowed Money of such Person, (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables not overdue (unless being contested in good faith by appropriate proceedings for which reserves and other appropriate provisions, if any, required by GAAP shall have been made) by more than 90 days incurred in the ordinary course of such Person's business), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all obligations of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all obligations of such Person as lessee under Capitalized Leases, (f) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interests in such Person or any other Person or any warrants, rights or options to acquire such Equity Interests, valued, in the case of Redeemable Preferred Interests, at the greater of its voluntary or involuntary liquidation preference *plus* accrued and unpaid dividends, (g) all obligations of such Person in respect of Hedge Agreements and Commodity Hedge and Power Sale Agreements, valued at the Agreement Value thereof, (h) all Guaranteed Debt of such Person and (i) all indebtedness and other payment obligations referred to in clauses (a) through (h) above of another Person secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any Lien on property (including, without limitation, accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such indebtedness or other payment obligations, not to exceed the value of the property on which such Lien exists.

"***Debt for Borrowed Money***" of any Person means, at any date of determination, the sum of (a) all items that, in accordance with GAAP, would be classified as indebtedness on a Consolidated balance sheet of such Person at such date, (b) all

obligations of such Person under acceptance, letter of credit or similar facilities at such date and (c) all Synthetic Debt of such Person at such date.

"***Default***" means any Event of Default or any event that would constitute an Event of Default but for the passage of time or the requirement that notice be given or both.

"***Default Interest***" has the meaning set forth in Section 2.06(b).

"***Default Notice***" has the meaning specified in Section 5.03(a).

"***Depositary***" has the meaning specified in the Security Deposit Agreement.

"***DIP Effective Date***" has the meaning specified in Section 3.01.

"***DIP Facility***" means, at any time, the aggregate amount of the Lenders' Commitments at such time.

"***DIP Loan***" has the meaning specified in Section 2.01.

"***DIP Loan Maturity Date***" means the earliest of (a) the date falling 180 days after any of the Borrower or the Guarantors file for bankruptcy under chapter 11 of the Bankruptcy Code, (b) thirty (30) days after the entry of the Interim Order (or such later date as the Required Lenders may approve) if the Final Order has not been entered prior to the expiration of such period, (c) the effective date of an Acceptable Plan, and (d) the occurrence of a Termination Date (as defined in the Interim Order and the Final Order) pursuant to clause (ii) of the definition thereof.

"***DIP Loan Termination Date***" means the earlier of (a) the DIP Loan Maturity Date and (b) the date of termination in whole of the Commitments pursuant to Section 2.04 or 6.01.

"***Dollars***" and the sign "***$***" mean the lawful currency of the United States of America.

"***EDF***" means EDF Energy Services, LLC or any Affiliate of EDF Trading Limited.

"***EDF EMA***" means any Energy Management Agreement entered into between a Project Company and EDF.

"***Electric Interconnection and Transmission Agreements***" means each of: (a) that certain Interconnection Agreement dated April 27, 2001, effective May 15, 2001, by and between Athens and Niagara Mohawk Power Corporation in respect of the Athens Project; (b) that certain Special Protection System Engineering, Construction and Implementation Agreement, dated February 7, 2007, as amended and restated on December 21, 2012, by and between Athens and Niagara Mohawk Power Corporation d/b/a National Grid in respect of the Athens Project; (c) that certain Interconnection Service Agreement, dated November 26, 1997, by and between Millennium and New England Power Company in respect of the Millennium Project; (d) that certain Service Agreement for Network Integration Transmission Service, effective February 1, 2002, by

and between Millennium and New England Power Company in respect of the Millennium Project; (e) that certain Amended and Restated Southwest Reserve Sharing Group Participation Agreement, effective June 28, 2017, by and among various participants in respect of the Harquahala Project; and (f) that certain ANPP Hassayampa Switchyard Interconnection Agreement, dated November 1, 2001, by and among various parties, including Salt River Project Agricultural Improvement and Power District and Harquahala in respect of the Harquahala Project.

"***Eligible Assignee***" means (a) a Lender; (b) an Affiliate of a Lender; (c) an Approved Fund; and (d) any other Person (other than an individual) approved by the Administrative Agent (such approval not to be unreasonably withheld or delayed); *provided*, *further*, that no Loan Party or any of its Affiliates shall qualify as an Eligible Assignee under this definition.

"***Energy Management Agreements***" means each energy management agreement or similar agreement (in each case including all master or implementation agreements and transactions thereunder (including relating to the purchase and sale of fuel or power or the transmission or transportation thereof) entered into pursuant to such Energy Management Agreement between any Loan Party and its counterparty to such Energy Management Agreement) entered into by a Loan Party with a counterparty, which counterparty shall (a) be Talen Energy Marketing, LLC (or any assignee or successor in interest with equal or better creditworthiness), for so long as Talen Energy Marketing, LLC or such assignee or successor in interest is an Affiliate of such Loan Party, or (b) have a Required Rating, in each case, for the management of Permitted Trading Activities of such Loan Party, which Energy Management Agreements include as of the date hereof: (i) that certain Power Sales and Energy Management Agreement, dated August 4, 2016, as amended on August 4, 2016, February 20, 2018, March 31, 2018, April 30, 2018 and May 31, 2018, by and between Talen Energy Marketing, LLC and Millennium in respect of the Millennium Project; and (ii) that certain Power Sales and Energy Management Agreement, dated September 1, 2016, as amended on September 1, 2016, February 20, 2018, March 31, 2018, April 30, 2018 and May 31, 2018, by and between Talen Energy Marketing, LLC and Athens in respect of the Athens Project.

"***Environmental Action***" means any action, suit, demand, demand letter, claim, written notice of non-compliance or violation, written notice of liability or potential liability, investigation, proceeding, consent order or consent agreement relating in any way to any Environmental Law, any Environmental Permit or Hazardous Material, including, without limitation, (a) by any governmental or regulatory authority for enforcement, cleanup, removal, response, remedial or other actions or damages and (b) by any governmental or regulatory authority or third party for damages, contribution, indemnification, cost recovery, compensation or injunctive relief.

"***Environmental Law***" means any Federal, state or local statute, law, ordinance, rule, regulation, code, order, writ, judgment, injunction or decree relating to pollution or protection of the environment or, as such relates to exposure to Hazardous Materials, health or natural resources, including, without limitation, those relating to the use, handling, transportation, treatment, storage, disposal, release or discharge of Hazardous Materials.

"***Environmental Permit***" means any permit, approval, identification number, license or other authorization required under any Environmental Law.

"***Equity Interests***" means, with respect to any Person, shares of capital stock of (or other ownership or profit interests in) such Person, warrants, options or other rights for the purchase or other acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or other acquisition from such Person of such shares (or such other interests), and other ownership or profit interests in such Person (including, without limitation, partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are authorized or otherwise existing on any date of determination.

"***ERISA***" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

"***ERISA Affiliate***" means any Person that for purposes of Title IV of ERISA is a member of the controlled group of any Loan Party, or under common control with any Loan Party, within the meaning of Section 414 (b) or (c) of the Internal Revenue Code.

"***ERISA Event***" means (a)(i) the occurrence of a reportable event, within the meaning of Section 4043 of ERISA, with respect to any Plan unless the 30 day notice requirement with respect to such event has been waived by the PBGC or (ii) the requirements of Section 4043(b) of ERISA apply with respect to a contributing sponsor, as defined in Section 4001(a)(13) of ERISA, of a Plan, and an event described in paragraph (9), (10), (11), (12) or (13) of Section 4043(c) of ERISA is reasonably expected to occur with respect to such Plan within the following 30 days; (b) the application for a minimum funding waiver with respect to a Plan; (c) the provision by the administrator of any Plan of a notice of intent to terminate such Plan, pursuant to Section 4041(a)(2) of ERISA (including any such notice with respect to a plan amendment referred to in Section 4041(e) of ERISA); (d) the cessation of operations at a facility of any Loan Party or any ERISA Affiliate in the circumstances described in Section 4062(e) of ERISA; (e) the withdrawal by any Loan Party or any ERISA Affiliate from a Multiple Employer Plan during a plan year for which it was a substantial employer, as defined in Section 4001(a)(2) of ERISA; (f) the conditions for imposition of a lien under Section 303(k) of ERISA shall have been met with respect to any Plan; (g) the adoption of an amendment to a Plan requiring the provision of security to such Plan pursuant to Section 206(g)(5) of ERISA; or (h) the institution by the PBGC of proceedings to terminate a Plan pursuant to Section 4042 of ERISA, or the occurrence of any event or condition described in Section 4042 of ERISA that constitutes grounds for the termination of, or the appointment of a trustee to administer, such Plan.

"***Eurocurrency Liabilities***" has the meaning specified in Regulation D of the Board of Governors of the Federal Reserve System, as in effect from time to time.

"***Eurodollar Rate***" means, for any Interest Period in respect of a DIP Loan, an interest rate per annum equal to the rate per annum obtained by dividing (a) the rate per

annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) equal to the London interbank offered rate administered by ICE Benchmark Administration (or any other person which takes over the administration of that rate) for deposits in U.S. Dollars displayed on the ICE LIBOR USD page ("***ICE LIBOR***") of the Reuters Screen (or any replacement Reuters page which displays that rate) or other commercially available source providing quotations of ICE LIBOR, as designated by the Administrative Agent from time to time, at approximately 11:00 A.M. (London time) on the Interest Rate Determination Date for such Interest Period, as the London interbank offered rate for deposits in Dollars with a maturity corresponding to the applicable Eurodollar Rate Period, by (b) a percentage equal to 100% minus the Eurodollar Rate Reserve Percentage for such Interest Period, as applicable; provided that the Eurodollar Rate shall in no event be less than 0.00% per annum at any time. If at any time the Administrative Agent reasonably determines that (i) adequate and reasonable means do not exist for ascertaining the Eurodollar Rate and such circumstances are unlikely to be temporary or (ii) such circumstances have not arisen but the supervisor for the administrator of the Eurodollar Rate or a Governmental Authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which the Eurodollar Rate shall no longer be used for determining interest rates for loans, then the Administrative Agent and the Borrower shall enter into an amendment to this Agreement to establish an alternate rate of interest to the Eurodollar Rate that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loans in the United States, which amendment shall not require any further action or consent of any other party to this Agreement so long as the Required Lenders shall not have objected to such amendment within five Business Days of receiving notice thereof; *provided*, that if the Administrative Agent and the Borrower, following reasonable efforts, do not agree on an alternate rate of interest to the Eurodollar Rate and/or the Required Lenders shall have objected to the alternative rate of interest to the Eurodollar Rate, the Administrative Agent may select an alternate rate of interest to the Eurodollar Rate in its reasonable discretion taking into account current market standards.

"***Eurodollar Rate Period***" means, for any Interest Period in respect of a DIP Loan, a period of twelve months.

"***Eurodollar Rate Reserve Percentage***" means, for any Interest Period in respect of a DIP Loan, the reserve percentage applicable two Business Days before the first day of such Interest Period under regulations issued from time to time by the Board of Governors of the Federal Reserve System (or any successor) for determining the maximum reserve requirement (including, without limitation, any emergency, supplemental or other marginal reserve requirement) for a member bank of the Federal Reserve System in New York City with respect to liabilities or assets consisting of or including Eurocurrency Liabilities (or with respect to any other category of liabilities that includes deposits by reference to which the interest rate on DIP Loans is determined) having a term equal to such Interest Period.

"***Event of Eminent Domain***" has the meaning specified in the Security Deposit Agreement.

"***Events of Default***" has the meaning specified in Section 6.01.

"***EWG***" has the meaning specified in Section 4.01(v).

"***Excluded G&A Services***" means (a) the following general and administrative services provided by the G&A Services Providers for the benefit of the Loan Parties: executive leadership, operations and maintenance and energy management oversight, in-house accounting, in-house legal, treasury, regulatory, and insurance administration services, as well as overhead related to these general and administrative services (in accordance with past practice and currently projected in the amount of approximately $7,000,000 per year) and (b) any additional general and administrative services provided by the G&A Services Providers that are disclosed after the DIP Effective Date pursuant to Section 4.01(bb).

"***Excluded Property***" has the meaning specified in the Intercreditor Agreement.

"***Excluded Swap Obligation***" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guaranty (or any guarantee of such Guarantor in respect of any Swap Obligation under any Hedge Agreements and Commodity Hedge and Power Sale Agreements) of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation, or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of such Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation or at any other time as is required for purposes of the Commodity Exchange Act or regulations. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guarantee or security interest is or becomes illegal.

"***Federal Home Loan Bank***" means any of the Federal Home Loan Banks established in accordance with the Federal Home Loan Bank Act of 1932, as amended.

"***FERC***" means the Federal Energy Regulatory Commission and its successors.

"***Final Order***" means the final order authorizing, *inter alia*, entry into the DIP Facility and the use of cash collateral, on a final basis, entered by the Bankruptcy Court in the form annexed to the Restructuring Support Agreement as Exhibit F or otherwise in a form that has been consented to by the Required Lenders (as defined in the Restructuring Support Agreement).

"***Final Order Entry Date***" means the date on which the Final Order shall have been entered on the docket of the Bankruptcy Court.

"***Financing Orders***" means, collectively, the Interim Order and the Final Order.

"***First Lien Commodity Hedge and Power Sale Agreement***" has the meaning specified in the Intercreditor Agreement.

"***First Lien Step-In Right***" has the meaning specified in the Restructuring Support Agreement.

"***Fiscal Quarter***" means a fiscal quarter of any Fiscal Year.

"***Fiscal Year***" means a fiscal year of the Borrower and its Subsidiaries ending on December 31 of each calendar year.

"***Floor Amount***" means with respect to any sale in respect of any Project or any Project Company pursuant to Section 5.02(e)(v), with respect to (i) the Athens Project or Athens, $600,000,000, (ii) the Millennium Project or Millennium, $150,000,000 and (iii) the Harquahala Project or Harquahala, $300,000,000.

"***FPA***" means the Federal Power Act, as amended.

"***Fund***" means any Person (other than an individual) that is or will be engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course.

"***G&A Services Providers***" means each Person in the Sponsor Group other than the Loan Parties.

"***GAAP***" has the meaning specified in Section 1.03.

"***Gas Interconnection Agreements***" means each of: (a) that certain Letter Agreement, dated November 6, 1997, by and between Millennium and Tennessee Gas Pipeline Company regarding reimbursement and installation of facilities in respect of the Millennium Project; (b) that certain Balancing Agreement, dated March 15, 2000, by and between Millennium and Tennessee Gas Pipeline Company in respect of the Millennium Project; (c) that certain Interconnection Facilities Agreement, dated October 24, 2001, by and between Athens and Iroquois Gas Transmission System, LP in respect of the Athens Project; (d) that certain Operations and Maintenance Agreement for the Athens Interconnection Facility, dated October 24, 2001, by and between Athens and Iroquois Gas Transmission System, LP in respect of the Athens Project; (e) that certain Operational Balancing Agreement, dated October 24, 2001, by and between Athens and Iroquois Gas Transmission System, LP in respect of the Athens Project; (f) that certain Letter Agreement, dated November 27, 2000, by and between Harquahala and El Paso Natural Gas Company in respect of the Harquahala Project; and (g) that certain Operational Balancing Agreement, dated February 28, 2003, between Harquahala and El Paso Natural Gas Company in respect of the Harquahala Project.

"***Governmental Authority***" means any nation or government, any state, province, city, municipal entity or other political subdivision thereof, and any governmental, executive, legislative, judicial, administrative or regulatory agency, department, authority, instrumentality, commission, board, bureau or similar body, whether federal, state, provincial, territorial, local or foreign.

"***Governmental Authorization***" means any authorization, approval, consent, franchise, license, covenant, order, ruling, permit, certification, exemption, notice,

declaration or similar right, undertaking or other action of, to or by, or any filing, qualification or registration with, any Governmental Authority.

"***Granting Lender***" has the meaning specified in Section 9.07(l).

"***Guaranteed Debt***" means, with respect to any Person, any obligation or arrangement of such Person to guarantee or otherwise assure payment of any Debt ("***primary obligations***") of any other Person (the "***primary obligor***") in any manner, whether directly or indirectly, including, without limitation, (a) the direct or indirect guarantee, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of a primary obligor, (b) the obligation to make take-or-pay or similar payments, if required, regardless of nonperformance by any other party or parties to an agreement or (c) any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (A) for the purchase or payment of any such primary obligation or (B) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor or (iii) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof. The amount of any Guaranteed Debt shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guaranteed Debt is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable pursuant to the terms of the instrument evidencing such Guaranteed Debt) or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder), as determined by such Person in good faith.

"***Guaranteed Obligations***" has the meaning specified in Section 8.01(a).

"***Guarantors***" means MACH Gen GP, LLC and each of the Project Companies.

"***Guaranty***" means the guaranty of the Guarantors set forth in Article VIII.

"***Harquahala***" means New Harquahala Generating Company, LLC, a Delaware limited liability company and owner of the Harquahala Project.

"***Harquahala Project***" means the 1,092 MW natural gas/fuel oil-fired electric generating station located in Maricopa County, Arizona and all appurtenances thereto owned or operated by Harquahala, including electrical switchyards, electrical interconnections and fuel delivery and storage facilities.

"***Harquahala Reorganization***" means the distribution of Harquahala's equity to the holders of the First Lien Term Loan Claims (as defined in the Prepackaged Plan) or their designee pursuant to, and in exchange for the consideration set forth in, the Prepackaged Plan.

"***Harquahala Reorganization Annex***" means Annex A to the Restructuring Support Agreement and Annex A to the Prepackaged Plan.

"***Harquahala TO Agreement***" means that certain Transmission Owner/Operator Services Agreement, dated May 5, 2008, as extended pursuant to (a) the letter agreement dated April 11, 2011, (b) the letter agreement dated December 12, 2012, (c) the letter agreement dated October 29, 2013, (d) the letter agreement dated September 14, 2015, (e) the letter agreement dated December 29, 2016, (f) the letter agreement dated September 27, 2017, (g) the letter agreement dated January 30, 2018, (h) the letter agreement dated February 27, 2018 and (i) the letter agreement dated April 25, 2018, by and between Harquahala and Gridforce Energy Management, LLC (f/k/a Constellation Energy Control and Dispatch, LLC) in respect of the Harquahala Project.

"***Hazardous Materials***" means (a) petroleum or petroleum products, by-products or breakdown products, radioactive materials, asbestos-containing materials and polychlorinated biphenyls and (b) any other chemicals, materials or substances designated, classified or regulated as hazardous or toxic or as a pollutant or contaminant under any Environmental Law.

"***Hedge Agreements***" means interest rate swap, cap or collar agreements, interest rate future or option contracts, currency swap agreements, currency future or option contracts and other hedging agreements but excluding any Commodity Hedge and Power Sale Agreement.

"***ICE LIBOR***" has the meaning specified in the definition of "Eurodollar Rate".

"***IDA Lease***" means that certain Lease Agreement, dated December 1, 2001, amended and restated on May 1, 2003, by and between the Greene County Industrial Development Agency, as landlord, and Athens, as tenant, in respect of the Athens Project, as amended.

"***Indemnified Costs***" has the meaning specified in Section 7.05(a).

"***Indemnified Party***" has the meaning specified in Section 9.04(b).

"***Initial Availability***" has the meaning specified in Section 2.01.

"***Initial Lenders***" means the banks, financial institutions and other institutional lenders listed on the signature pages hereof as the Initial Lenders.

"***Initial Pre-Petition First Lien Mortgages***" means, with respect to: (a) the Athens Project, (i) the Fee and Leasehold Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (New York) by Athens and by Greene County Industrial Development Agency to CLMG, as collateral agent, dated as of April 28, 2014, and (ii) the First Lien Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (New York) by Athens to CLMG, as collateral agent, dated as of April 28, 2014; (b) the Harquahala Project, the First Lien Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing (Arizona) by Harquahala to Fidelity National Title Insurance Company, for the benefit of CLMG, as collateral agent, dated as of April 28, 2014; and (c) the Millennium Project, the First Lien Fee and Leasehold Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (Massachusetts) by Millennium to CLMG, as collateral agent, dated as of April 28, 2014.

"***Insufficiency***" means, with respect to any Plan, the amount, if any, of its unfunded benefit liabilities, as defined in Section 4001(a)(18) of ERISA.

"***Intercreditor Agreement***" means that certain Collateral Agency and Intercreditor Agreement, dated as of April 28, 2014, by and among the Borrower, the Guarantors, the Pre-Petition First Lien Collateral Agent, the Pre-Petition First Lien Administrative Agent and the other Persons party thereto from time to time, as amended.

"***Intercreditor Outstanding Amount***" has the meaning given to the term "Outstanding Amount" in the Intercreditor Agreement.

"***Interest Payment Date***" means, with respect to any DIP Loan, the last day of each March, June, September and December; *provided*, that, in addition to the foregoing, in each case, each of (x) the date upon which the DIP Loan has been paid in full, or has been prepaid in full or in part pursuant to Section 2.05, and (y) the DIP Loan Termination Date shall be deemed to be an "Interest Payment Date" with respect to any interest that has then accrued under this Agreement.

"***Interest Period***" means, for each DIP Loan, the period commencing on the date of such DIP Loan, and, thereafter, each subsequent period commencing on the day following the last day of the immediately preceding Interest Period, and ending on the last day of the period determined pursuant to the provisions below.

(a) Interest Periods commencing on the same date shall be of the same duration;

(b) the initial Interest Period for any DIP Loan shall end on the date which is three months after such DIP Loan is made;

(c) whenever the last day of any Interest Period would otherwise occur on a day other than a Business Day, the last day of such Interest Period shall be extended to occur on the next succeeding Business Day; provided, however, that, if such extension would cause the last day of such Interest Period to occur in the next following calendar month, the last day of such Interest Period shall occur on the next preceding Business Day;

(d) no Interest Period for a DIP Loan may end later than the DIP Loan Maturity Date; and

(e) whenever the first day of any Interest Period occurs on a day of an initial calendar month for which there is no numerically corresponding day in the calendar month that succeeds such initial calendar month by the number of months equal to the number of months in such Interest Period, such Interest Period shall end on the last Business Day of such succeeding calendar month.

"***Interest Rate Determination Date***" means, with respect to any Interest Period, the date that is two Business Days prior to the first day of such Interest Period.

"***Interim Order***" means the interim order authorizing, *inter alia*, entry into the DIP Facility and the use of cash collateral on an interim basis, entered by the Bankruptcy

Court in the form annexed to the Restructuring Support Agreement as Exhibit E or otherwise in a form that has been consented to by the Required Lenders (as defined in the Restructuring Support Agreement).

"***Internal Revenue Code***" means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

"***Investment***" in any Person means any loan or advance to such Person, any purchase or other acquisition of any Equity Interests or Debt or the assets comprising a division or business unit or a substantial part or all of the business of such Person, any capital contribution to such Person or any other direct or indirect investment in such Person, including, without limitation, any acquisition by way of a merger or consolidation (or similar transaction) and any arrangement pursuant to which the investor incurs Debt of the types referred to in clause (h) or (i) of the definition of "***Debt***" in respect of such Person.

"***Lenders***" means the Initial Lenders and each Person that shall become a Lender hereunder pursuant to Section 9.07 for so long as such Person shall be a party to this Agreement.

"***Lending Office***" means, with respect to any Lender, the office of such Lender specified as its "*Lending Office*" opposite its name on Schedule I hereto or in the Assignment and Acceptance pursuant to which it became a Lender, or such other office of such Lender as such Lender may from time to time specify to the Borrower and the Administrative Agent.

"***Liability Amount***" means the amount that a Loan Party would owe under an Energy Management Agreement to the counterparty thereunder upon the termination of such Energy Management Agreement.

"***Lien***" means, with respect to any Property, (a) any mortgage, deed of trust, deed to secure debt, lien (statutory or otherwise), pledge, hypothecation, encumbrance, collateral assignment, charge or security interest in, on or of such Property, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing), relating to such Property, and (c) in the case of Equity Interests or debt securities, any purchase option, call or similar right of a third party with respect to such Equity Interests or debt securities. For the avoidance of doubt, "***Lien***" shall not include any netting or set-off arrangements under any Contractual Obligation (other than Contractual Obligations constituting Debt for Borrowed Money) otherwise permitted under the terms of the Loan Documents.

"***Loan Documents***" means (a) this Agreement, (b) the Notes, (c) the Guaranty, (d) each Security Document, (e) to the extent applicable to the DIP Facilities or the Lenders and Agents pursuant to the Financing Orders, the Intercreditor Agreement and the Security Deposit Agreement, and (f) any other document that is executed in connection with the transactions contemplated herewith or therewith and is deemed in writing by the Borrower and the Administrative Agent to constitute a Loan Document, in each case, for clauses (a) through (f), as amended.

"***Loan Parties***" means the Borrower and the Guarantors.

"***LTSAs***" means each of: (a) that certain Second Amended and Restated Term Warranty Contract, by and between Siemens Energy, Inc. and Athens, effective as of July 25, 2016, in respect of the Athens Project; (b) that certain Amended and Restated Term Warranty Contract, by and between Siemens Energy, Inc. and Harquahala, effective as of September 28, 2017, in respect of the Harquahala Project and (c) that certain Second Amended and Restated Term Warranty Contract, by and between Siemens Energy, Inc. and Millennium, effective as of July 25, 2016, in respect of the Millennium Project.

"***Margin Stock***" has the meaning specified in Regulation U.

"***Material Adverse Change***" means any change, occurrence or development (including, without limitation, as a result of regulatory changes applicable to the Borrower or any of its Subsidiaries) that has had or could reasonably be expected to have a Material Adverse Effect.

"***Material Adverse Effect***" means a material adverse effect on (a) the financial condition, business, results or operations of the Borrower and its Subsidiaries, taken as a whole, (b) the rights and remedies of any Agent or the Lenders, taken as a whole, under any Loan Document or (c) the ability of the Loan Parties to perform their respective Obligations under the Loan Documents; *provided*, that (x) the commencement of the Chapter 11 Cases and the solicitation of votes with respect to an Acceptable Plan and (y) the solvency of the Loan Parties, shall not constitute a Material Adverse Effect under clause (a) or (c) above.

"***Material Contract***" means each of (a) the Electric Interconnection and Transmission Agreements, (b) the Gas Interconnection Agreements, (c) the Water Supply Contracts, (d) the LTSAs, (e) any Commodity Hedge and Power Sale Agreement with a term in excess of one year after the first delivery or settlement thereunder, (f) the IDA Lease and the PILOT Documents, (g) the Millennium Lease, the Millennium Agreement and the Millennium Decommissioning Agreement, (h) the O&M Agreements, (i) the Energy Management Agreements, (j) the Harquahala TO Agreement, and (k) any other Contractual Obligation (other than any Loan Document, the Restructuring Support Agreement or any Pre-Petition First Lien Loan Document) entered into after the date hereof by any Loan Party for which breach, nonperformance or cancellation could reasonably be expected to have a Material Adverse Effect or materially impair or interfere with the operations of the Project Company to which such Contractual Obligation relates.

"***Maximum Potential Exposure***" means, with respect to any Commodity Hedge and Power Sale Agreement, an amount equal to the maximum potential exposure of the Loan Parties to the Commodity Hedge Counterparty as determined pursuant to such Commodity Hedge and Power Sale Agreement.

"***Millennium***" means Millennium Power Partners, L.P., a Delaware limited partnership and owner of the Millennium Project.

"***Millennium Agreement***" means that certain Agreement, dated March 6, 1997, by and between Millennium and Town of Charlton, Massachusetts in respect of the Millennium Project.

"***Millennium Decommissioning Agreement***" means that certain Decommissioning Agreement, dated November 25, 1997, by and between Millennium and Town of Charlton, Massachusetts in respect of the Millennium Project.

"***Millennium Lease***" means that certain Lease agreement, dated as of August 31, 1998, by and between the Town of Southbridge, Massachusetts and Millennium, in respect of the Millennium Project, as amended.

"***Millennium Project***" means the 360 MW natural gas/fuel oil-fired capable electric generating station located in Worcester County, Massachusetts and all appurtenances thereto owned or operated by Millennium, including electrical switchyards, electrical interconnections and fuel delivery and storage facilities.

"***Moody's***" means Moody's Investors Service, Inc.

"***Multiemployer Plan***" means a multiemployer plan, as defined in Section 4001(a)(3) of ERISA, to which any Loan Party or any ERISA Affiliate is making or accruing an obligation to make contributions, or has within any of the preceding five plan years made or accrued an obligation to make contributions.

"***Multiple Employer Plan***" means a single employer plan, as defined in Section 4001(a)(15) of ERISA, that (a) is maintained for employees of any Loan Party or any ERISA Affiliate and at least one Person other than the Loan Parties and the ERISA Affiliates or (b) was so maintained and in respect of which any Loan Party or any ERISA Affiliate could have liability under Section 4064 or 4069 of ERISA in the event such plan has been or were to be terminated.

"***Net Cash Proceeds***" has the meaning specified in the Security Deposit Agreement.

"***Non-Speculative***" means, in the case of any applicable Commodity Hedge and Power Sale Agreement, that (i) such Commodity Hedge and Power Sale Agreement is limited such that the volume of the hedges entered into thereunder with respect to a Project, taken together with the aggregate volume of hedges under all other Commodity Hedge and Power Sale Agreements in effect with respect to such Project, does not exceed the power output or fuel input limits of the Project it is intended to hedge and (ii) transactions under such Commodity Hedge and Power Sale Agreement are executed in a manner such that the amount of fixed-price gas purchased and the amount of fixed price power sold under such Commodity Hedge and Power Sale Agreement, in aggregate, are appropriately related (i.e., the amount of gas purchased under such Commodity Hedge and Power Sale Agreement approximates as reasonably as possible the amount of gas needed to generate the amount of fixed-price power sold thereunder); *provided*, *however*, that any Commodity Hedge and Power Sale Agreement entered into for a period that does not exceed five days and that otherwise meets the requirements of clause (i) above, shall

be deemed to be Non-Speculative so long as the Borrower uses commercially reasonable efforts to minimize the duration of such uncovered arrangements.

"***Note***" means a promissory note of the Borrower payable to the order of any Lender, in substantially the form of Exhibit A hereto, evidencing the aggregate indebtedness of the Borrower to such Lender resulting from the DIP Loans made by such Lender, as amended.

"***Notice of Borrowing***" means a Notice of Borrowing, in substantially the form of Exhibit B-1 hereto, given by the Borrower in accordance with Section 2.02.

"***NPL***" means the National Priorities List under CERCLA.

"***O&M Agreements***" means each of: (a) that certain Second Amended and Restated Operation and Maintenance Agreement between Millennium and NAES Corporation dated as of January 1, 2013, as amended on March 1, 2015, extended on September 14, 2015, December 28, 2016 and December 22, 2017, in respect of the Millennium Project; (b) that certain Second Amended and Restated Operation and Maintenance Agreement between Athens and NAES Corporation dated as of January 1, 2013, as amended on March 1, 2015, extended on September 14, 2015, December 28, 2016 and December 22, 2017, in respect of the Athens Project; and (c) that certain Second Amended and Restated Operation and Maintenance Agreement, dated January 1, 2014, as amended on March 1, 2015, extended on September 14, 2015, December 28, 2016 and December 22, 2017, by and between Harquahala and NAES Corporation in respect of the Harquahala Project.

"***O&M Costs***" has the meaning specified in the Security Deposit Agreement; *provided* that O&M Costs shall not include any costs or other payment obligations related to Excluded G&A Services.

"***Obligation***" means all obligations of every nature of each Loan Party from time to time owed to any Agent (including former Agents) or any Lender from time to time under any Loan Document, whether for principal, interest (including interest which, but for the filing of a petition in bankruptcy with respect to such Loan Party, would have accrued on any Obligation, whether or not a claim is allowed against such Loan Party for such interest in the related bankruptcy proceeding), fees, yield maintenance, premium, expenses, indemnification or otherwise.

"***Operating Account***" has the meaning specified in the Security Deposit Agreement.

"***Other Taxes***" has the meaning specified in Section 2.11(b).

"***Outstanding Amount***" means with respect to the DIP Loans on any date, the outstanding principal amount thereof after giving effect to any Borrowings and prepayments or repayments of DIP Loans occurring on such date.

"***Patriot Act***" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. 107-56, signed into law October 26, 2001.

"***PBGC***" means the Pension Benefit Guaranty Corporation (or any successor).

"***Permitted Encumbrances***" has the meaning specified in the Pre-Petition First Lien Mortgages.

"***Permitted Liens***" means (a) Liens for taxes, assessments and governmental charges or levies to the extent not required to be paid under Section 5.01(b); (b) Liens imposed by or arising by operation of law, such as materialmen's, mechanics', carriers', workmen's and repairmen's Liens and other similar Liens (i) for amounts that are not overdue or (ii) for amounts that are overdue that (A) do not materially adversely affect the use of the Property to which they relate or (B) are bonded or are being contested in good faith by appropriate proceedings for which reserve and other appropriate provisions, if any, required by GAAP shall have been made; (c) pledges or deposits in the ordinary course of business to secure obligations under workers' compensation, unemployment insurance, social security legislation or other similar legislation or to secure public or statutory obligations or to secure a bond or letter of credit or similar instrument that is utilized to secure such obligations; (d) (i) Liens on deposits (or pledges of deposit accounts or securities accounts containing such deposits) to secure the performance of bids, Material Contracts and other Contractual Obligations permitted under this Agreement, trade contracts and leases (other than Debt that is not Debt of the type described in clause (g) of the definition thereof), statutory obligations, surety bonds (other than bonds related to judgments or litigation), performance bonds and other obligations of a like nature incurred in the ordinary course of business, or to secure a bond or letter of credit or similar instrument that is utilized to secure such obligations in an aggregate amount not to exceed $30,000,000 and (ii) Liens on accounts receivable and each related deposit or securities account (and cash and investments therein) into which such accounts receivable are deposited, in each case granted on customary terms, to secure obligations pursuant to any Commodity Hedge and Power Sale Agreements or any Energy Management Agreement entered into by the Borrower in the ordinary course of business; provided, that the terms of such Commodity Hedge and Power Sale Agreements and Energy Management Agreements, as applicable, shall require that amounts in such accounts shall be netted against applicable expenses at least every 45 days and the excess above expenses promptly paid to the applicable Loan Party; (e) Liens securing judgments (or the payment of money not constituting a Default under Section 6.01(g)) or securing appeal or other surety bonds related to such judgments or to secure a bond or letter of credit or similar instrument that is utilized to secure such judgments; (f) Permitted Encumbrances; (g) any Liens created pursuant to the Interim Order and/or the Final Order; and (h) easements, rights-of-way, restrictions, encroachments and other minor defects or irregularities in title and any zoning or other similar restrictions to or vested in any governmental office or agency to control or regulate the use of any Real Property, that individually or in the aggregate do not materially adversely affect the value of said Real Property or materially impair the ability of the Loan Parties to operate the Real Property to which they relate in the ordinary course of business.

"***Permitted Trading Activity***" means (a) the daily or forward purchase and/or sale or other acquisition or disposition of wholesale or retail electric energy, capacity, ancillary services, transmission rights, emissions allowances, weather derivatives,

demand derivatives and/or related commodities, in each case, whether physical or financial, (b) the daily or forward purchase and/or sale or other acquisition of fuel, fuel transportation and/or storage rights and/or capacity, whether physical or financial, (c) electric energy-related tolling transactions, as seller or tolling servicer, (d) price risk management activities or services, (e) other similar electric industry activities or services or (f) additional services as may be consistent with Prudent Industry Practice from time to time in support of the marketing and trading related to the Projects, in each case in the foregoing clauses (a) through (f), to the extent (i) the purpose of such activity (when taken together with any other related Permitted Trading Activities undertaken by the Loan Parties from time to time) is to protect the Borrower and the other Loan Parties against fluctuations in the price, availability or supply of any commodity or for compliance with applicable law, (ii) such activity is conducted in the ordinary course of business of the Borrower and the other Loan Parties and (iii) not for speculative purposes or on a speculative basis.

"***Permitted Variance***" has the meaning given to it in the Interim Order or the Final Order (as applicable).

"***Person***" means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof.

"***Petition Date***" has the meaning specified in the recitals hereto.

"***PILOT Documents***" means the PILOT Agreement, the PILOT Mortgage and each other Instrument of Collateral Security (as each such term is defined in the IDA Lease).

"***Plan***" means a Single Employer Plan or a Multiple Employer Plan.

"***Platform***" has the meaning specified in Section 9.02(b).

"***Pledged Accounts***" has the meaning specified in the Pre-Petition First Lien Security Agreement.

"***Pledged Debt***" has the meaning specified in the Pre-Petition First Lien Security Agreement.

"***Post-Petition***" means the time period beginning immediately upon the filing of the petitions commencing the Chapter 11 Cases.

"***Post-Petition Interest***" has the meaning specified in Section 8.05(b).

"***Pre-Petition***" means the time period prior to the filing of the Chapter 11 Cases.

"***Pre-Petition Debt***" means the obligations of the Loan Parties arising before the Petition Date relating to the Loan Parties' bankruptcy estates, including related to the Pre-Petition operation of the Loan Parties' business.

"***Pre-Petition Emergency Loan"*** means the prepetition loan in the outstanding principal amount of up to $5,000,000 to be extended to the Borrower pursuant to an amendment to the Pre-Petition First Lien Credit Agreement in substantially the form attached as Exhibit C to the Restructuring Support Agreement.

"***Pre-Petition Facilities***" means, collectively, the loan facilities provided under the Pre-Petition First Lien Credit Agreement.

"***Pre-Petition First Lien Administrative Agent***" means the "Administrative Agent" under and as defined in the Pre-Petition First Lien Credit Agreement.

"***Pre-Petition First Lien Collateral Agent***" has the meaning given to the term "First Lien Collateral Agent" in the Pre-Petition First Lien Credit Agreement.

"***Pre-Petition First Lien Collateral Documents***" has the meaning given to the term "First Lien Collateral Documents" in the Pre-Petition First Lien Credit Agreement.

"***Pre-Petition First Lien Credit Agreement***" means that certain Amended and Restated First Lien Credit and Guaranty Agreement, dated as of June 4, 2018, among the Borrower, the Guarantors, the Pre-Petition First Lien Administrative Agent, the Pre-Petition First Lien Collateral Agent and each of the banks, financial institutions, other institutional lenders and other parties party thereto from time to time, as amended.

"***Pre-Petition First Lien Lenders***" has the meaning given to the term "Lender Parties" in the Pre-Petition First Lien Credit Agreement.

"***Pre-Petition First Lien Loan***" has the meaning given to the term "Loans" in the Pre-Petition First Lien Credit Agreement.

"***Pre-Petition First Lien Loan Documents***" means the "Loan Documents" as defined in the Pre-Petition First Lien Credit Agreement.

"***Pre-Petition First Lien Mortgages***" means the Initial Pre-Petition First Lien Mortgages and any other deed of trust, trust deed, mortgage, leasehold mortgage or leasehold deed of trust delivered from time to time, in each case as amended.

"***Pre-Petition First Lien Obligations***" has the meaning given to the term "First Lien Obligations" in the Intercreditor Agreement.

"***Pre-Petition First Lien Repayment Event***" means the "Repayment Event" as defined in the Pre-Petition First Lien Credit Agreement.

"***Pre-Petition First Lien Secured Parties***" has the meaning given to the term "First Lien Secured Parties" in the Intercreditor Agreement.

"***Pre-Petition First Lien Security Agreement***" means that certain First Lien Security Agreement, dated as of April 28, 2014, by the Borrower and the Guarantors in favor of the Pre-Petition First Lien Collateral Agent for the benefit of the Pre-Petition First Lien Secured Parties, as amended.

"***Pre-Petition Loan Documents***" means the Pre-Petition First Lien Loan Documents and all other agreements, documents and instruments executed and/or delivered with, to or in favor of the Pre-Petition First Lien Lenders, including, without limitation, the Intercreditor Agreement, all security agreements, notes, guarantees, mortgages, UCC financing statements and all other related agreements, documents and instruments executed and/or delivered in connection therewith or related thereto.

"***Pre-Petition Payment***" means a direct or indirect payment, redemption, purchase, defeasance or acquisition for value of principal or interest or otherwise on account of any Pre-Petition Debt or other Pre-Petition claims against any Loan Party.

"***Preferred Interests***" means, with respect to any Person, Equity Interests issued by such Person that are entitled to a preference or priority over any other Equity Interests issued by such Person upon any distribution of such Person's property and assets, whether by dividend or upon liquidation.

"***Prepackaged Plan***" means that certain Joint Prepackaged Chapter 11 Plan of New MACH Gen, LLC and its affiliated debtors and debtors-in-possession as contemplated in and in the form annexed to the Restructuring Support Agreement, as may be amended, restated, supplemented or otherwise modified from time to time in accordance with the Restructuring Support Agreement.

"***Priming Lien***" has the meaning specified in Section 2.16(a)(iii).

"***Pro Rata Share***" of any amount means, with respect to any Lender at any time and with respect to the DIP Facility, the product of such amount times a fraction the numerator of which is the amount of DIP Loans owed to such Lender under the DIP Facility at such time and the denominator of which is the aggregate amount of the DIP Loans then outstanding and owed to all Lenders under the DIP Facility at such time.

"***Professionals***" has the meaning specified in Section 2.16(a).

"***Professionals' Carve-Out Cap***" has the meaning specified in Section 2.16(a).

"***Project Companies***" means Athens, Harquahala and Millennium.

"***Projects***" means the Athens Project, the Harquahala Project and the Millennium Project.

"***Property***" means any right or interest in or to any asset or property of any kind whatsoever (including Equity Interests), whether real, personal or mixed and whether intangible or tangible.

"***Prudent Industry Practice***" means those practices, methods, equipment, specifications and standards of safety and performance, as are commonly used by electric generating stations utilizing comparable fuels as good, safe and prudent engineering practices would dictate in connection with the design, construction, operation, maintenance, repair and use of electrical and other equipment, facilities and improvements of such electrical generating stations, with commensurate standards of safety, performance, dependability (including the implementation of procedures that shall

not adversely affect the long term reliability of the Projects, in favor of short term performance), efficiency and economy, in each such case as the same may evolve from time to time, consistent with applicable law and considering the state in which a Project is located and the type and size of such Project. "*Prudent Industry Practice*" as defined herein does not necessarily mean one particular practice, method, equipment specification or standard in all cases, but is instead intended to encompass a broad range of acceptable practices, methods, equipment specifications and standards.

"***PUHCA***" has the meaning specified in Section 4.01(v).

"***Qualified ECP Guarantor***" means, in respect of any Swap Obligation, each Guarantor that has total assets exceeding $10,000,000 at the time the guarantee, indemnity or keepwell or grant of any relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"***Real Property***" means each item of Property listed on Schedules 4.01(r) and 4.01(s) hereto and any other real property subsequently acquired by any Loan Party covered by Section 5.01(j).

"***Redeemable***" means, with respect to any Equity Interest, any such Equity Interest that (a) the issuer has undertaken to redeem at a fixed or determinable date or dates, whether by operation of a sinking fund or otherwise, or upon the occurrence of a condition not solely within the control of the issuer or (b) is redeemable at the option of the holder.

"***Register***" has the meaning specified in Section 9.07(f).

"***Regulation U***" means Regulation U of the Board of Governors of the Federal Reserve System, as in effect from time to time.

"***Repayment Event***" means the satisfaction of the following conditions: (a) the repayment in full in Cash of all of the outstanding principal amount of the DIP Loans and all other Obligations (except for indemnities and other obligations which by the express terms of the relevant Loan Documents survive the repayment of the Loans and the termination of the Commitments) due and payable under the Loan Documents and (b) the termination of all Commitments.

"***Required Lenders***" means, at any time, Lenders owed or holding more than 50% of the sum of (without duplication) (a) the aggregate principal amount of the DIP Loans outstanding at such time, *plus* (b) the aggregate Unused Commitments at such time.

"***Required Rating***" means with respect to (a) any Commodity Hedge Counterparty that is described in clause (a)(i) of the definition of "*Commodity Hedge Counterparty,*" either (i) the unsecured senior debt obligations of such Person are rated at least Baa1 by Moody's and at least BBB+ by S&P or (ii) such Person's obligations under any applicable Commodity Hedge and Power Sale Agreement are guaranteed by a Person

whose unsecured senior debt obligations are rated at least Baa1 by Moody's and at least BBB+ by S&P, (b) any Commodity Hedge Counterparty described in clause (a)(ii) of the definition of "*Commodity Hedge Counterparty,*" either (i) the unsecured senior debt obligations of such Person are rated at least Baa3 by Moody's and at least BBB- by S&P or (ii) such Commodity Hedge Counterparty's obligations under any applicable Commodity Hedge and Power Sale Agreement are guaranteed by a Person whose unsecured senior debt obligations are rated at least Baa3 by Moody's and at least BBB-by S&P, (c) any counterparty to an Energy Management Agreement (other than EDF), either (i) the unsecured senior debt obligations of such Person are rated at least Baa1 by Moody's and at least BBB+ by S&P or (ii) such Person's obligations under any applicable Energy Management Agreement are guaranteed by a Person whose unsecured senior debt obligations are rated at least Baa1 by Moody's and at least BBB+ by S&P and (d) EDF in its capacity as counterparty to an EDF EMA, either (i) the unsecured senior debt obligations of EDF are rated at least Baa3 by Moody's or at least BBB- by S&P or (ii) EDF's obligations under the EDF EMA are guaranteed by a Person whose unsecured senior debt obligations are rated at least Baa3 by Moody's or at least BBB- by S&P.

"***Responsible Officer***" means, as to any Person, any duly authorized and appointed officer of such Person, as demonstrated by a certificate of incumbency or other appropriate appointment or resolution, having actual knowledge of the matter in question.

"***Restructuring Support Agreement***" means the Restructuring Support Agreement, dated as of June 4, 2018, among the Borrower, the Consenting Equity Holders (as defined therein), the Consenting Lenders (as defined therein) and the other parties thereto, as such agreement may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms.

*"**RSA Termination Event***" means the occurrence of a Termination Event (as defined in the Restructuring Support Agreement).

"***S&P***" means Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies, Inc.

"***Secured Parties***" means and includes the Administrative Agent, the Collateral Agent and each Lender.

"***Security Deposit Agreement***" means that certain Security Deposit Agreement, dated as of April 28, 2014, by the Borrower, the Guarantors, the Pre-Petition First Lien Collateral Agent and the Depositary, as amended.

"***Security Documents***" mean the Financing Orders and, after the execution and delivery thereof, each additional security document executed pursuant to Section 2.16(b).

"***Senior Third Party Liens***" has the meaning specified in Section 2.16(a)(ii).

"***Single Employer Plan***" means a single employer plan, as defined in Section 4001(a)(15) of ERISA, that (a) is maintained for employees of any Loan Party or any ERISA Affiliate and no Person other than the Loan Parties and the ERISA Affiliates or (b) was so maintained and in respect of which any Loan Party or any ERISA Affiliate

could have liability under Section 4069 of ERISA in the event such plan has been or were to be terminated.

"***SPC***" has the meaning specified in Section 9.07(l).

"***Sponsor Group***" means Talen, together with its Affiliates.

"***Subordinated Obligations***" has the meaning specified in Section 8.05.

"***Subsidiary***" of any Person means any corporation, partnership, joint venture, limited liability company, trust or estate of which (or in which) more than 50% of (a) the issued and outstanding capital stock having ordinary voting power to elect a majority of the Board of Directors of such corporation (irrespective of whether at the time capital stock of any other class or classes of such corporation shall or might have voting power upon the occurrence of any contingency), (b) the interest in the capital or profits of such partnership, joint venture or limited liability company or (c) the beneficial interest in such trust or estate is at the time directly or indirectly owned or controlled by such Person, by such Person and one or more of its other Subsidiaries or by one or more of such Person's other Subsidiaries.

"***Superpriority Claims***" means, subject to the Carve-Out (solely upon the occurrence of a Termination Date (as defined in the Financing Orders)), and in accordance with sections 364(c)(1), 503 and 507 of the Bankruptcy Code, claims against the Loan Parties constituting allowed superpriority administrative expense claims with priority over any and all administrative expenses of the Loan Parties, whether heretofore or hereafter incurred, of the kind specified in, or ordered pursuant to, sections 105, 326, 328, 330, 331, 364, 365, 503(b), 506(c) (subject to entry of the Final Order), 507(a), 507(b), 726, 1113, 1114 or any other provisions of the Bankruptcy Code, and which shall be payable from and have recourse to all prepetition and postpetition property of the Loan Parties, including, but not limited to, the Avoidance Actions (subject to entry of the Final Order), and all proceeds thereof.

"***Swap Obligation***" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act if, and to the extent that, all or a portion of any such obligation to pay or perform constitutes an Obligation or Guaranteed Obligation hereunder.

"***Synthetic Debt***" means, with respect to any Person, without duplication of any clause within the definition of "*Debt*," the principal amount of all (a) obligations of such Person under any lease that is treated as an operating lease for financial accounting purposes and a financing lease for tax purposes (i.e., a "*synthetic lease*"), (b) obligations of such Person in respect of transactions entered into by such Person, the proceeds from which would be reflected on the financial statements of such Person in accordance with GAAP as cash flows from financings at the time such transaction was entered into (other than as a result of the issuance of Equity Interests) and (c) obligations of such Person in respect of other transactions entered into by such Person that are not otherwise addressed in the definition of "*Debt*" or in clause (a) or (b) above that are intended to function

primarily as a borrowing of funds (including, without limitation, any minority interest transactions that function primarily as a borrowing).

"***Talen***" means Talen Energy Supply, LLC.

"***Talen/Company Walkaway***" has the meaning given to such term in Section 4 of the Restructuring Support Agreement.

"***Tax Sharing Agreement***" has the meaning specified in Section 5.02(u)(i).

"***Taxes***" has the meaning specified in Section 2.11(a).

"***UCC***" means the Uniform Commercial Code as from time to time in effect in the relevant jurisdiction.

"***Unused Commitment***" means, with respect to any Lender at any time, such Lender's Commitment at such time minus the aggregate principal amount of all DIP Loans made by such Lender (in its capacity as a Lender) and outstanding at such time.

"***Utility Deposit Account***" means account number 0021421623 established at UnionBank in the name of the Borrower.

"***Utilities Order***" means that certain interim order entered by the Bankruptcy Court on [●], pursuant to Sections 105(a) and 366(I) of the Bankruptcy Code, approving debtors' proposed form of adequate assurance of payment, (ii) establishing procedures for resolving additional adequate assurance requests, and (iii) prohibiting utility companies from altering, refusing, or discontinuing service [Dkt. No [●], and any related final order].

"***Voting Interests***" means shares of capital stock issued by a corporation, or equivalent Equity Interests in any other Person, the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such Person, even if the right so to vote has been suspended by the happening of such a contingency.

"***Water Supply Contracts***" means each of: (a) that certain Water Protection Agreement, dated July 11, 2000, by and among Harquahala Generating Company, LLC, the Harquahala Valley Irrigation District and Harquahala Valley Power District in respect of the Harquahala Project; (b) that certain Water Delivery Agreement, dated July 11, 2000, between Harquahala Generating Company, LLC and the Harquahala Valley Irrigation District in respect of the Harquahala Project; (c) that certain Delivery of Excess Central Arizona Project Water Agreement, dated May 21, 2004, by and between Harquahala and the Central Arizona Water Conservation District in respect of the Harquahala Project; (d) that certain Water Supply Agreement, dated January 5, 1998, by and between Millennium and the Town of Southbridge, MA in respect of the Millennium Project; (e) that certain Amended and Restated Water Rights Agreement, dated January 24, 2014, by and between Millennium and Southbridge Associates II, LLC in respect of the Millennium Project; and (f) that certain Water Withdrawal Registration Partial Transfer Agreement, dated June 5, 1997, by and between Millennium and American Optical Corporation in respect of the Millennium Project.

"***Withdrawal Liability***" has the meaning specified in Part I of Subtitle E of Title IV of ERISA.

SECTION 1.02. Computation of Time Periods. In this Agreement and the other Loan Documents in the computation of periods of time from a specified date to a later specified date, the word "***from***" means "from and including" and the words "***to***" and "***until***" each mean "to but excluding."

SECTION 1.03. Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles in effect in the United States from time to time ("***GAAP***").

SECTION 1.04. Other Definitional Provisions and Rules of Construction.

(a) Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference.

(b) References to "Sections" and "subsections" shall be to Sections and subsections, respectively, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any references in this Agreement to "Articles" and/or "Sections" which make reference to any particular piece of legislation or statute, including without limitation, the Bankruptcy Code, ERISA and Internal Revenue Code shall, to the extent that the context implies a reference to any other similar or equivalent legislation as is in effect from time to time in any other applicable jurisdiction, mean the equivalent section in the applicable piece of legislation. Furthermore, where any such reference is meant to apply to such other similar or equivalent legislation where such other similar or equivalent legislation has parallel or like concepts, then such references shall import such parallel or like concepts from such other similar or equivalent legislation, as applicable.

(c) The use in any of the Loan Documents of the word "include" or "including," shall not be construed to be limiting whether or not nonlimiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto.

(d) Unless otherwise expressly provided herein or in the other Loan Documents, references in the Loan Documents to any agreement or contract shall be deemed to be a reference to such agreement or contract as amended, amended and restated, supplemented, replaced or otherwise modified from time to time in accordance with its terms and in compliance with the Loan Documents.

ARTICLE II

AMOUNTS AND TERMS OF THE DIP LOANS; REORGANIZATION MATTERS

SECTION 2.01. The DIP Loans. Each Lender severally agrees, on and subject to the terms and conditions set forth herein and in the Interim Order or the Final Order (as applicable), to make loans (each, a "***DIP Loan***") to the Borrower from time to time on any

Business Day during the period from the DIP Effective Date until the DIP Loan Termination Date in an amount for each such DIP Loan not to exceed (i) at any time, such Lender's Unused Commitment at such time, (ii) upon the entry of the Interim Order, an aggregate amount (together with all prior DIP Loans) equal to $10,000,000 (the "***Initial Availability***") and (iii) following entry of the Final Order, an aggregate amount (together with all prior DIP Loans) equal to $20,000,000 (including the Initial Availability). Each Borrowing shall be in an aggregate amount equal to the lesser of (i) $1,000,000 or an integral multiple of $500,000 in excess thereof or (ii) the aggregate Unused Commitment at such time and, in each case, shall consist of DIP Loans made simultaneously by the Lenders ratably according to their Commitments. The Borrower may borrow under this Section 2.01 and prepay pursuant to Section 2.05(a). No amounts advanced under the DIP Facility once repaid or prepaid may be reborrowed.

SECTION 2.02. Making the DIP Loans. (a) Each Borrowing shall be made following the issuance of a Notice of Borrowing, given not later than 11:00 A.M. (New York City time) on the third Business Day prior to the date of the proposed Borrowing (or such later date and time as may be agreed in writing prior to such Borrowing by the Administrative Agent), by the Borrower to the Administrative Agent, which shall give to each Lender prompt notice thereof by telecopier or electronic communication. Each such Notice of Borrowing shall be by telephone, confirmed immediately in writing, or by telecopier or electronic communication, in substantially the form of Exhibit B-1 hereto, specifying therein the requested (i) date of such Borrowing and (ii) aggregate amount of such Borrowing. Each Lender shall, before 11:00 A.M. (New York City time) on the date of such Borrowing, make available for the account of its Lending Office to the Administrative Agent at the Administrative Agent's Account, in same day funds, such Lender's ratable portion of such Borrowing in accordance with its respective Commitment. After the Administrative Agent's receipt of such funds and upon fulfillment of the applicable conditions set forth in Article III, the Administrative Agent will make such funds available to the Borrower by means of one or more wire transfers to the Operating Account (or one or more book entries (as applicable)) for application by the Borrower in accordance with Section 2.13.

(b) Each Notice of Borrowing shall be irrevocable and binding on the Borrower. The Borrower shall indemnify each Lender against any loss, cost or expense incurred by such Lender as a result of any failure to fulfill on or before the date specified in such Notice of Borrowing for such Borrowing the applicable conditions set forth in Article III, including, without limitation, any loss (excluding loss of anticipated profits), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund the DIP Loan to be made by such Lender as part of such Borrowing when such DIP Loan, as a result of such failure, is not made on such date.

(c) Unless the Administrative Agent shall have received notice from a Lender prior to the date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's ratable portion of such Borrowing, the Administrative Agent may assume that such Lender has made such portion available to the Administrative Agent on the date of such Borrowing in accordance with Section 2.02(a) and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower on such date a corresponding amount. If and to the extent that such Lender shall not have so made such ratable portion available to the Administrative Agent, such Lender and the Borrower severally agree to repay or pay to the

Administrative Agent forthwith on demand such corresponding amount and to pay interest thereon, for each day from the date such amount is made available to the Borrower until the date such amount is repaid or paid to the Administrative Agent, at (i) in the case of the Borrower, the interest rate applicable at such time under Section 2.06 to DIP Loans comprising such Borrowing and (ii) in the case of such Lender, the Eurodollar Rate. If such Lender shall pay to the Administrative Agent such corresponding amount, such amount so paid shall constitute such Lender's DIP Loan as part of such Borrowing for all purposes.

(d) The failure of any Lender to make the DIP Loan to be made by it as part of any Borrowing shall not relieve any other Lender of its obligation, if any, hereunder to make its DIP Loan on the date of such Borrowing, but no Lender shall be responsible for the failure of any other Lender to make the DIP Loan to be made by such other Lender on the date of any Borrowing.

SECTION 2.03. Repayment of DIP Loans. The Borrower shall repay to the Administrative Agent for the ratable account of the Lenders on the DIP Loan Termination Date the aggregate principal amount of the DIP Loans, together with any accrued but unpaid interest thereon.

SECTION 2.04. Optional Termination or Reduction of the Commitments. The Borrower may, upon at least five Business Days' written notice to the Administrative Agent, terminate in whole or reduce in part the Unused Commitments; *provided*, *however*, that each partial reduction of the DIP Facility shall be in an aggregate amount of $1,000,000 or an integral multiple of $500,000 in excess thereof and shall be made ratably among the Lenders in accordance with their Commitments with respect to the DIP Facility. The Borrower's written notice to the Administrative Agent shall designate the date (which shall be a Business Day) of such termination or reduction and the amount of any partial reduction, and such termination or reduction of the relevant Commitments shall be effective on the date specified in the Borrower's notice and shall reduce the relevant Commitments of the Lenders proportionately in accordance with each such Lender's Pro Rata Share thereof.

SECTION 2.05. Prepayments. (a) Optional. The Borrower may, upon at least three Business Days' notice to the Administrative Agent stating the proposed date and aggregate principal amount of the prepayment, and if such notice is given the Borrower shall, prepay the outstanding aggregate principal amount of the DIP Loans in whole or ratably in part, together with accrued interest to the date of such prepayment on the aggregate principal amount prepaid; *provided*, *however*, that each partial prepayment shall be in an aggregate principal amount of $1,000,000 or an integral multiple of $500,000 in excess thereof.

(b) Mandatory. (i) Subject to the Interim Order and the Final Order (as applicable) and the Security Deposit Agreement (to the extent that its terms are not inconsistent with the Interim Order or the Final Order (as the case may be)), upon the occurrence of a Casualty Event, Event of Eminent Domain, Asset Sale or the incurrence or issuance of any Debt (other than Debt permitted to be incurred pursuant to Section 5.02(b)), and excluding, in each case, where any of the foregoing occurs as part of the consummation of an Acceptable Plan, the Borrower shall apply an amount equal to the Net Cash Proceeds thereof (1) *first*, to prepay the DIP Loans, (2) *second*, to the extent any amount of the Net Cash Proceeds remains after the application pursuant to preceding clause (1) but only until the Final Order Entry Date, to prepay

the Revolving Credit Loans (as defined in the Pre-Petition First Lien Credit Agreement), and (3) *thereafter*, to the extent any amount of the Net Cash Proceeds remains after the application pursuant to preceding clauses (1) and, if applicable, (2), to prepay the remaining Pre-Petition First Lien Obligations in accordance with and as provided for in the Security Deposit Agreement.

(ii) If at any time the sum of the aggregate outstanding balance of the DIP Loans exceeds the aggregate Commitments, whether because of a reduction of the Commitments pursuant to Section 5.02(b) or otherwise, the Borrower shall within two (2) Business Days repay the DIP Loans.

(iii) All prepayments under this clause (b) shall be made together with (A) accrued and unpaid interest to the date of such prepayment on the principal amount prepaid and (B) any amounts owing pursuant to Section 9.04(c).

SECTION 2.06. Interest.

(a) Scheduled Interest. The Borrower shall pay interest on the unpaid principal amount of each DIP Loan owing to each Lender from the date of such DIP Loan until such principal amount shall be paid in full, at a rate *per annum* equal at all times during each Interest Period for such DIP Loan to the sum of (A) the Eurodollar Rate for such Interest Period for such DIP Loan *plus* (B) the Applicable Margin, payable in arrears on each Interest Payment Date.

(b) Default Interest. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may, and upon the request of the Required Lenders shall, require that the Borrower pay interest at a rate per annum equal at all times to 2% *per annum* above the rate *per annum* required to be paid pursuant to Section 2.06(a) ("***Default Interest***") on:

(i) the aggregate outstanding principal amount of each DIP Loan, and

(ii) to the fullest extent permitted by applicable law, the amount of any interest, fee or other amount payable under this Agreement or any other Loan Document to any Agent or any Lender that is not paid when due, from the date such amount shall be due until such amount shall be paid in full,

in each case, payable in Cash either (x) on each Interest Payment Date following the occurrence and during the continuance of an Event of Default or (y) on demand; *provided*, *however*, that following the making of the request or the granting of the consent specified by Section 6.01 to authorize the Administrative Agent to declare the DIP Loans due and payable pursuant to the provisions of Section 6.01, Default Interest shall accrue and be payable hereunder whether or not previously required by the Administrative Agent. Payment or acceptance of the increased rates of interest provided for in this Section 2.06(b) is not a permitted alternative to timely payment and shall not constitute a waiver of any Event of Default or otherwise prejudice or limit any rights or remedies of the Administrative Agent or any Lender.

SECTION 2.07. Fees.

(a) Commitment Fee. The Borrower shall pay to the Administrative Agent for the account of each of the Lenders, a commitment fee, from the date hereof in the case of each Initial Lender and from the effective date specified in the Assignment and Acceptance pursuant to which it became a Lender in the case of each other Lender until the DIP Loan Termination Date, payable in arrears quarterly on the last Business Day of each December, March, June and September occurring after the DIP Effective Date, and on the DIP Loan Termination Date, at the Eurodollar Rate *per annum* on the average daily Unused Commitment of such Lender during such quarter. Notwithstanding anything to the contrary in any Loan Documents, but subject to the Interim Order or the Final Order (as applicable), the unpaid amount of such undrawn commitment fee shall be deemed to be an "Interest Expense under or in respect of the First Lien Loan Documents" for purposes of the Security Deposit Agreement and, without limiting the generality of the foregoing, shall be payable in accordance with Section 3.2 of the Security Deposit Agreement.

(b) [Reserved].

(c) Agents' Fees. The Borrower shall pay to each Agent for its own account such fees as may from time to time be agreed between the Borrower and such Agent.

SECTION 2.08. [Reserved].

SECTION 2.09. Increased Costs, Etc. (a) If, due to either (i) the introduction of or any change in or in the interpretation of any law or regulation or (ii) the compliance with any guideline or request from any central bank or other governmental authority (whether or not having the force of law), there shall be any increase in the cost to any Lender of agreeing to make or of making, funding or maintaining DIP Loans (excluding, for purposes of this Section 2.09, any such increased costs resulting from (x) Taxes or Other Taxes (as to which Section 2.11 shall govern) and (y) changes in the basis or rate of taxation of overall net income or overall gross income by the United States or by the foreign jurisdiction or state under the laws of which such Lender is organized or has its Lending Office or any political subdivision thereof), then the Borrower shall from time to time, upon demand by such Lender (with a copy of such demand to the Administrative Agent), pay to the Administrative Agent for the account of such Lender additional amounts sufficient to compensate such Lender for such increased cost. A certificate as to the amount of such increased cost, submitted to the Borrower by such Lender, shall be conclusive and binding for all purposes, absent manifest error.

(b) If any Lender determines that compliance with any law or regulation or any guideline or request from any central bank or other governmental authority (whether or not having the force of law) affects or would affect the amount of capital required or expected to be maintained by such Lender or any corporation controlling such Lender and that the amount of such capital is increased by or based upon the existence of such Lender's commitment to make DIP Loans and other commitments of such type (or similar Guaranteed Debts), then, upon demand by such Lender or such corporation (with a copy of such demand to the Administrative Agent), the Borrower shall pay to the Administrative Agent for the account of such Lender, from time to time as specified by such Lender, additional amounts sufficient to compensate such Lender in the light of such circumstances, to the extent that such Lender reasonably determines such increase in capital to be allocable to the existence of such Lender's commitment to make

DIP Loans. A certificate as to such amounts submitted to the Borrower by such Lender shall be conclusive and binding for all purposes, absent manifest error.

SECTION 2.10. Payments and Computations. (a) The Borrower shall make each payment hereunder and under the other Loan Documents, irrespective of any right of counterclaim or set-off (except as otherwise provided in Section 2.12), not later than 11:00 A.M. (New York City time) on the day when due in U.S. dollars to the Administrative Agent at the Administrative Agent's Account in same day funds, with payments being received by the Administrative Agent after such time being deemed to have been received on the next succeeding Business Day. The Administrative Agent will promptly thereafter cause like funds to be distributed (i) if such payment by the Borrower is in respect of principal, interest, commitment fees or any other Obligation then payable hereunder and under the other Loan Documents to more than one Lender, to such Lenders for the account of their respective Lending Offices ratably in accordance with the amounts of such respective Obligations then payable to such Lenders and (ii) if such payment by the Borrower is in respect of any Obligation then payable hereunder to one Lender, to such Lender for the account of its Lending Office, in each case to be applied in accordance with the terms of this Agreement. Upon its acceptance of an Assignment and Acceptance and recording of the information contained therein in the Register pursuant to Section 9.07(f), from and after the effective date of such Assignment and Acceptance, the Administrative Agent shall make all payments hereunder and under the other Loan Documents in respect of the interest assigned thereby to the assignee thereunder, and the parties to such Assignment and Acceptance shall make all appropriate adjustments in such payments for periods prior to such effective date directly between themselves.

(b) The Borrower hereby authorizes each Lender and each of its Affiliates, if and to the extent payment owed to such Lender is not made when due hereunder or under the other Loan Documents, to charge from time to time, to the fullest extent permitted by law, against any or all of the Borrower's accounts with such Lender or such Affiliate any amount so due.

(c) All computations of interest based on the Eurodollar Rate and of commitment fees and other fees and commissions shall be made by the Administrative Agent on the basis of a year of 360 days, in each case for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest, fees or commissions are payable. Each determination by the Administrative Agent of an interest rate, fee or commission hereunder shall be conclusive and binding for all purposes, absent manifest error.

(d) Whenever any payment hereunder or under the other Loan Documents shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payment of interest or commitment or letter of credit fee or commission, as the case may be; *provided*, *however*, that, if such extension would cause payment of interest on or principal of DIP Loans to be made in the next following calendar month, such payment shall be made on the preceding Business Day.

(e) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to any Lender hereunder that the Borrower will not make such payment in full, the Administrative Agent may assume that the

Borrower has made such payment in full to the Administrative Agent on such date and the Administrative Agent may, in reliance upon such assumption, cause to be distributed to each such Lender on such due date an amount equal to the amount then due such Lender. If and to the extent the Borrower shall not have so made such payment in full to the Administrative Agent, each such Lender shall repay to the Administrative Agent forthwith on demand such amount distributed to such Lender together with interest thereon, for each day from the date such amount is distributed to such Lender until the date such Lender repays such amount to the Administrative Agent, at the Eurodollar Rate.

(f) If the Administrative Agent receives funds for application to the Obligations of the Loan Parties under or in respect of the Loan Documents under circumstances for which the Loan Documents do not specify the DIP Loans to which, or the manner in which, such funds are to be applied, the Administrative Agent may, if no instructions with respect thereto are received from the Lenders upon request, but shall not be obligated to, elect to distribute such funds to each of the Lenders in accordance with such Lenders' Pro Rata Share of the aggregate principal amount of all DIP Loans outstanding at such time, in repayment or prepayment of such of the outstanding DIP Loans or other Obligations then owing to such Lender.

(g) Notwithstanding any provision of this Agreement to the contrary, to the extent that this Agreement provides for advances or payments (or deemed advances or payments) to be made by or to the Lenders ratably according to their Commitments or according to their Pro Rata Shares, as between any Lenders that are Affiliates of Beal Bank USA or Beal Bank SSB, the Lenders may allocate such advances and payments ratably according to their respective Unused Commitments or in such other manner as Beal Bank USA or Beal Bank SSB and such Affiliates may agree without affecting in any manner the aggregate Commitments available to the Borrower at any time.

SECTION 2.11. Taxes. (a) Any and all payments by any Loan Party to or for the account of any Lender or any Agent hereunder or under any other Loan Document shall be made, in accordance with Section 2.10 or the applicable provisions of such other Loan Document, if any, free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, *excluding*, in the case of each Lender and each Agent, (x) taxes that are imposed on its overall net income by the United States and taxes that are imposed on its overall net income (and franchise taxes imposed in lieu thereof) by the state or foreign jurisdiction under the laws of which such Lender or such Agent, as the case may be, is organized (or any political subdivision thereof), has its Lending Office, has a permanent establishment or is engaged in business (other than the business that the Lender is engaged in solely by reason of the transactions contemplated by this Agreement), (y) any branch profits taxes imposed by the United States of America and (z) withholding taxes imposed under law in effect on the date hereof or at the time the Lender designates a new Lending Office, other than any new Lending Office designated at the written request of a Loan Party (in the case of a Lender that is not an Initial Lender, this clause (z) shall include taxes imposed under law in effect on the date such Lender becomes a Lender, except to the extent that the Lender's predecessor would have been entitled to receive additional amounts under this Section 2.11(a)), and, in the case of each Lender, taxes that are imposed on its overall net income (and franchise taxes imposed in lieu thereof) by the state or foreign jurisdiction of such Lender's Lending Office or any political subdivision thereof (all such non-excluded taxes,

levies, imposts, deductions, charges, withholdings and liabilities in respect of payments hereunder or under any other Loan Document being hereinafter referred to as "***Taxes***"). If any Loan Party shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder or under any other Loan Document to any Lender or any Agent, (i) the sum payable by such Loan Party shall be increased as may be necessary so that after such Loan Party and the Administrative Agent have made all required deductions (including deductions applicable to additional sums payable under this Section 2.11) such Lender or such Agent, as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) such Loan Party shall make all such deductions and (iii) such Loan Party shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law.

(b) In addition, each Loan Party shall pay any present or future stamp, documentary, excise, property (including intangible property, but with regard to all property taxes, only to the extent relating to property of a Loan Party) mortgage recording or similar taxes, charges or levies that arise from any payment made by such Loan Party hereunder or under any other Loan Documents or from the execution, delivery or registration of, performance under, or otherwise with respect to, this Agreement or the other Loan Documents (hereinafter referred to as "***Other Taxes***").

(c) The Loan Parties shall indemnify each Lender and each Agent for and hold them harmless against the full amount of Taxes and Other Taxes, and for the full amount of taxes of any kind imposed or asserted by any jurisdiction on amounts payable under this Section 2.11, imposed on or paid by such Lender or such Agent (as the case may be) and any liability (including penalties, additions to tax, interest and expenses) arising therefrom or with respect thereto. This indemnification shall be made within 30 days from the date such Lender or such Agent (as the case may be) makes written demand therefor.

(d) Within 30 days after the date of any payment of Taxes, the appropriate Loan Party shall furnish to the Administrative Agent, at its address referred to in Section 9.02, the original or a certified copy of a receipt evidencing such payment, to the extent such a receipt is issued therefor, or other written proof of payment thereof that is reasonably satisfactory to the Administrative Agent. In the case of any payment hereunder or under the other Loan Documents by or on behalf of a Loan Party through an account or branch outside the United States or by or on behalf of a Loan Party by a payor that is not a United States person, if such Loan Party determines that no Taxes are payable in respect thereof, such Loan Party shall furnish, or shall cause such payor to furnish, to the Administrative Agent, at such address, an opinion of counsel acceptable to the Administrative Agent stating that such payment is exempt from Taxes. For purposes of subsections (d) and (e) of this Section 2.11, the terms "***United States***" and "***United States person***" shall have the meanings specified in Section 7701 of the Internal Revenue Code.

(e) Each Lender organized under the laws of a jurisdiction outside the United States shall, on or prior to the date of its execution and delivery of this Agreement in the case of each Initial Lender and on the date of the Assignment and Acceptance pursuant to which it becomes a Lender in the case of each other Lender, and from time to time thereafter as reasonably requested in writing by the Borrower (but only so long thereafter as such Lender remains lawfully able to do so), provide each of the Administrative Agent and the Borrower with two original Internal Revenue Service Forms W-8BEN or W-8EC1 or (in the case of a Lender

that has certified in writing to the Administrative Agent that it is not (i) a "bank" as defined in Section 881(c)(3)(A) of the Internal Revenue Code), (ii) a 10-percent shareholder (within the meaning of Section 871(h)(3)(B) of the Internal Revenue Code) of any Loan Party or (iii) a controlled foreign corporation related to any Loan Party (within the meaning of Section 864(d)(4) of the Internal Revenue Code), Internal Revenue Service Form W-8BEN, as appropriate, or any successor or other form prescribed by the Internal Revenue Service, certifying that such Lender is exempt from or entitled to a reduced rate of United States withholding tax on payments pursuant to this Agreement or any other Loan Document or, in the case of a Lender that has certified that it is not a "bank" as described above, certifying that such Lender is a foreign corporation, partnership, estate or trust. As provided in Section 2.11(a), if the forms provided by a Lender at the time such Lender first becomes a party to this Agreement indicate a United States interest withholding tax rate in excess of zero, withholding tax at such rate shall be considered excluded from Taxes unless and until such Lender provides the appropriate forms certifying that a lesser rate applies, whereupon withholding tax at such lesser rate only shall be considered excluded from Taxes for periods governed by such forms; *provided*, *however*, that if, at the effective date of the Assignment and Acceptance pursuant to which a Lender becomes a party to this Agreement, the Lender assignor was entitled to payments under subsection (a) of this Section 2.11 in respect of United States withholding tax with respect to interest paid at such date, then, to such extent, the term Taxes shall include (in addition to withholding taxes that may be imposed in the future or other amounts otherwise includable in Taxes) United States withholding tax, if any, applicable with respect to the Lender assignee on such date. If any form or document referred to in this subsection (e) requires the disclosure of information, other than information necessary to compute the tax payable and information required on the date hereof by Internal Revenue Service Form W-8BEN or W-8EC1 or the related certificate described above, that the applicable Lender reasonably considers to be confidential, such Lender shall give notice thereof to the Borrower and shall not be obligated to include in such form or document such confidential information.

(f) For any period with respect to which a Lender has failed to provide the Borrower with the appropriate form, certificate or other document described in Section 2.11(e) above (other than if such failure is due to a change in law, or in the interpretation or application thereof, occurring after the date on which a form, certificate or other document originally was required to be provided or if such form, certificate or other document otherwise is not required under subsection (e) above), such Lender shall not be entitled to indemnification under subsection (a) or (c) of this Section 2.11 with respect to Taxes imposed by the United States by reason of such failure; *provided*, *however*, that should a Lender become subject to Taxes because of its failure to deliver a form, certificate or other document required hereunder, the Loan Parties shall take such steps as such Lender shall reasonably request, at the Lender's sole expense and as long as the Loan Parties determine that such steps will not, in the reasonable judgment of the Loan Parties, be disadvantageous to the Loan Parties, to assist such Lender to recover such Taxes.

(g) Any Lender claiming any additional amounts payable pursuant to this Section 2.11 agrees to use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to change the jurisdiction of its Lending Office if the making of such a change would avoid the need for, or reduce the amount of, any such additional amounts that may thereafter accrue and would not, in the reasonable judgment of such Lender, be otherwise

disadvantageous to such Lender. In addition, if a Lender determines, in such Lender's sole discretion, that it has received a refund or credit in respect of any Taxes or Other Taxes as to which it has been indemnified pursuant to Section 2.11(c), or with respect to which additional amounts have been paid pursuant to Section 2.11(a), such Lender shall pay to the Borrower an amount equal to such refund (but such amount in no event to exceed the amount of any indemnity payments made, or additional amounts paid, by the Borrower under this Section 2.11 with respect to the Taxes or Other Taxes giving rise to such refund) net of all out-of-pocket expenses of such Lender, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), *provided* that the Borrower, upon the request of such Lender, shall agree to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to such Lender in the event such Lender subsequently determines that such refund or credit is unavailable under applicable law or is otherwise required to repay such refund to such Governmental Authority. This paragraph shall not be construed to require a Lender to rearrange its tax affairs or to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrower or any other Person.

SECTION 2.12. Sharing of Payments, Etc. If any Lender shall obtain at any time any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise, other than as a result of an assignment pursuant to Section 9.07), (a) on account of Obligations due and payable to such Lender hereunder and under the other Loan Documents in excess of its ratable share (according to the proportion of (i) the amount of such Obligations due and payable to such Lender to (ii) the aggregate amount of the Obligations due and payable to all Lenders hereunder and under the other Loan Documents at such time) of payments on account of the Obligations due and payable to all Lenders hereunder and under the other Loan Documents at such time obtained by all the Lenders at such time or (b) on account of Obligations owing (but not due and payable) to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations owing to such Lender at such time to (ii) the aggregate amount of the Obligations owing (but not due and payable) to all Lenders hereunder and under the other Loan Documents at such time) of payments on account of the Obligations owing (but not due and payable) to all Lenders hereunder and under the other Loan Documents at such time obtained by all of the Lenders at such time, such Lender shall forthwith purchase from the other Lenders such interests or participating interests in the Obligations as shall be necessary to cause such purchasing Lender to share the excess payment ratably with each of them; *provided*, *however*, that if all or any portion of such excess payment is thereafter recovered from such purchasing Lender, such purchase from each other Lender shall be rescinded and such other Lender shall repay to the purchasing Lender the purchase price to the extent of such Lender's ratable share (according to the proportion of (i) the purchase price paid to such Lender to (ii) the aggregate purchase price paid to all Lenders) of such recovery together with an amount equal to such Lender's ratable share (according to the proportion of (i) the amount of such other Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid or payable by the purchasing Lender in respect of the total amount so recovered. The Loan Parties agree that any Lender so purchasing an interest or participating interest from another Lender pursuant to this Section 2.12 may, to the fullest extent permitted by law, exercise all its rights of payment (including the right of set-off) with respect to such interest or participating interest, as the case

may be, as fully as if such Lender were the direct creditor of the Loan Parties in the amount of such interest or participating interest, as the case may be.

SECTION 2.13. Use of Proceeds. The proceeds of the DIP Loans shall be available (and the Borrower agrees that it shall use such proceeds) solely in accordance with the Approved Budget (subject to any Permitted Variance) and the financial covenants, and other terms and conditions, set forth herein and in the Financing Orders, including, but not limited to: (a) repay all amounts outstanding with respect to any Pre-Petition Emergency Loan (if any); (b) pay interest, fees and expenses associated with the DIP Facility, including all fees and expenses of the Consenting Lender Professionals (as defined in the Restructuring Support Agreement) in accordance with the Loan Documents; (c) pay (i) the quarterly fees of the U.S. Trustee and (ii) the unpaid fees and expenses of Professionals retained by the Borrower or any Committee (as defined in the Financing Orders), to the extent set forth in the Approved Budget (subject to any Permitted Variance), and including any Carve-Out, in each case to the extent allowed by the Bankruptcy Court in accordance with compensation procedures approved by the Bankruptcy Court, and subject to the terms of the Financing Orders; (d) fund any adequate assurance deposits for the Borrower's and/or the Subsidiaries' utility providers pursuant to section 366 of the Bankruptcy Code; (e) provide working capital reasonably required by the Loan Parties to pay O&M Costs and satisfy Contractual Obligations then due and payable or in good faith reasonably anticipated to be due and payable during the next Funding Period (as defined in the Security Deposit Agreement) beginning on the relevant Funding Date (as defined in the Security Deposit Agreement); (f) provide credit support required by counterparties to the Loan Parties' Contractual Obligations; and (g) the other approved general corporate purposes of the Loan Parties set forth in Schedule 2.13 (other than fees and expenses of professional persons, which fees and expenses are addressed in subclauses (b) and (c) above). Notwithstanding anything to the contrary in this Section 2.13, in no event shall any proceeds of the Loans be applied to directly or indirectly pay for (or otherwise assume any obligation to reimburse any of the G&A Service Providers) any Excluded G&A Services.

SECTION 2.14. Evidence of Debt. (a) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each DIP Loan owing to such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder. The Borrower agrees that upon notice by any Lender to the Borrower (with a copy of such notice to the Administrative Agent) to the effect that a promissory note or other evidence of indebtedness is required or appropriate in order for such Lender to evidence (whether for purposes of pledge, enforcement or otherwise) the DIP Loans owing to, or to be made by, such Lender, the Borrower shall promptly execute and deliver to such Lender, with a copy to the Administrative Agent, a Note, as applicable, in substantially the form of Exhibit A hereto payable to the order of such Lender in a principal amount equal to the Commitment of such Lender. All references to Notes in the Loan Documents shall mean Notes, if any, to the extent issued hereunder.

(b) The Register maintained by the Administrative Agent pursuant to Section 9.07(f) shall include a control account, and a subsidiary account for each Lender, in which accounts (taken together) shall be recorded (i) the date and amount of each Borrowing made hereunder and, if appropriate, the Eurodollar Rate Period applicable thereto, (ii) the terms of each Assignment and Acceptance delivered to and accepted by it, (iii) the amount of any

principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iv) the amount of any sum received by the Administrative Agent from the Borrower hereunder and each Lender's share thereof.

(c) Entries made in good faith by the Administrative Agent in the Register pursuant to subsection (b) above, and by each Lender in its account or accounts pursuant to subsection (a) above, shall be *prima facie* evidence of the amount of principal and interest due and payable or to become due and payable from the Borrower to, in the case of the Register, each Lender and, in the case of such account or accounts, such Lender, under this Agreement, absent manifest error; *provided*, *however*, that the failure of the Administrative Agent or such Lender to make an entry, or any finding that an entry is incorrect, in the Register or such account or accounts shall not limit or otherwise affect the obligations of the Borrower under this Agreement.

SECTION 2.15. Duty to Mitigate. In the event that any Lender demands payment of costs or additional amounts pursuant to Section 2.09 or 2.11, the Borrower may, upon 20 days' prior written notice to such Lender and the Administrative Agent, elect to cause such Lender to assign its DIP Loans and Commitments in full to one or more Persons selected by the Borrower so long as (i) each such Person satisfies the criteria of an Eligible Assignee and is reasonably satisfactory to the Administrative Agent, (ii) such Lender receives payment in full in Cash of the outstanding principal amount of all DIP Loans made by it and all accrued and unpaid interest thereon and all other amounts due and payable to such Lender as of the date of such assignment (including, without limitation, amounts owing pursuant to Sections 2.09, 2.11 and 9.04) and (iii) each such assignee agrees to accept such assignment and to assume all obligations of such Lender hereunder in accordance with Section 9.07.

SECTION 2.16. Reorganizational Matters.

(a) Superpriority Claims and Liens. Each of the Loan Parties hereby covenants, represents and warrants that, upon entry of the Interim Order (or the Final Order where applicable), the Obligations of the Borrower and the Guarantors under the Financing Orders and the other Loan Documents:

(i) pursuant to Sections 364(c)(1), 503 and 507(b) of the Bankruptcy Code, constitute joint and several Superpriority Claims in the Chapter 11 Cases having superpriority over all administrative expenses of the kind specified in Sections 105, 326, 328, 330, 331, 364, 365, 503(b), 506(c) (subject to entry of the Final Order), 507(a), 507(b), 507(d), 726, 1113, 1114 or any other provisions of the Bankruptcy Code;

(ii) pursuant to Sections 364(c)(2), 364(c)(3) and 364(d)(1) of the Bankruptcy Code and the Security Documents, shall be secured by, and each Loan Party shall have granted to the Collateral Agent, for the benefit of the Secured Parties, a valid, enforceable, non-avoidable and fully perfected first priority (subject to Liens expressly permitted pursuant to Section 5.02(a) or any pre-existing liens as of the Petition Date of a third party, but solely to the extent that such liens and security interests were, in each case, as of the Petition Date (x) valid, enforceable, perfected and non-avoidable liens or were perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy

Code, and (y) expressly permitted by the terms of the Pre-Petition First Lien Loan Documents and senior to the Liens securing the Pre-Petition First Lien Loan Documents (the "***Senior Third Party Liens***") security interests and Liens in and mortgages upon on all Collateral;

(iii) pursuant to Sections 364(c)(3) and 364(d)(1) of the Bankruptcy Code and the Security Documents, shall be secured by, and each Loan Party shall have granted to the Collateral Agent, for the benefit of the Secured Parties, a perfected first priority (subject to Liens expressly permitted pursuant to Section 5.02(a) or any Senior Third Party Liens), senior priming Lien (the "***Priming Lien***") on the Collateral under and as defined in each of the Pre-Petition First Lien Collateral Documents, which Priming Lien shall be senior to and prime all other liens and security interests in the Collateral, including, without limitation, the Liens securing the Pre-Petition First Lien Credit Agreement and any Liens arising after the Petition Date to provide adequate protection in respect of any Liens to which the Priming Lien is senior, and shall be junior only to pre-existing liens as of the Petition Date of a third party, but solely to the extent that such liens and security interests were, in each case, as of the Petition Date (x) valid, enforceable, perfected and non-avoidable liens or were perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, and (y) expressly permitted by the terms of the Pre-Petition First Lien Loan Documents and senior to the Liens securing the Pre-Petition First Lien Credit Agreement; and

(iv) pursuant to Section 364(c)(3) of the Bankruptcy Code and the Security Documents, shall be secured by, and each Loan Party shall have granted to the Collateral Agent, for the benefit of the Secured Parties, a perfected junior Lien on all presently owned and hereafter acquired tangible and intangible property and assets of the Borrower, the Guarantors and their respective estates wherever located, and any proceeds and products thereof, including, without limitation, their respective accounts, deposit accounts, cash, chattel paper, investment property, letter-of-credit rights, securities accounts, commercial tort claims, causes of action (other than Avoidance Actions, subject to the last sentence in the definition of "***Collateral***"), investments, instruments, documents, inventory, contract rights, general intangibles, intellectual property, real property, fixtures, goods, equipment, vessels and other fixed assets and proceeds and products of all of the foregoing (including earnings and insurance proceeds) (in any such case, other than any Excluded Property) that are subject to (x) valid, enforceable, perfected, and non-avoidable Liens in existence on the Petition Date that were permitted by the Pre-Petition First Lien Credit Agreement and senior to the Liens securing the Pre-Petition First Lien Credit Agreement or (y) valid, enforceable and non-avoidable Liens permitted by the Pre-Petition First Lien Credit Agreement and senior to the Liens securing the Pre-Petition First Lien Credit Agreement in existence on the Petition Date and perfected subsequent to the Petition Date as permitted by Section 546(b) of the Bankruptcy Code, if any (in each case, other than Liens securing the Pre-Petition Facilities).

Each of Sections 2.16(a)(i), 2.16(a)(ii), 2.16(a)(iii) and 2.16(a)(iv) shall be subject only to (1) without regard to delivery of a Default Notice, the payment of fees pursuant to 28 U.S.C. §

1930(a)(6) and 28 U.S.C. § 156(c); (2) without regard to delivery of a Default Notice, the payment of fees and expenses of up to $50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code and (3) on and after the delivery of a Default Notice, the payment of (i) unpaid fees and expenses of professionals retained by the Borrower and the Guarantors pursuant to Section 327 or 328 of the Bankruptcy Code or by any Committee pursuant to Section 1103 of the Bankruptcy Code (collectively, the "***Professionals***") incurred and accruing after the date upon which the Default Notice is issued (to the extent such fees and expenses are allowed by the Bankruptcy Court), in an aggregate amount (excluding any incurred and unpaid professional fees and expenses of any of the agents or lenders payable pursuant to the Interim Order or Final Order, as applicable) not in excess of $1,000,000, with respect to the Borrower's and Guarantors' Professionals and the Professionals of any Committee (collectively, the "***Professionals' Carve-Out Cap***") and (ii) unpaid Professionals' fees and expenses incurred and accruing prior to or on the date upon which a Default Notice is issued, but only to the extent such unpaid fees and expenses are, with respect to each Professional, set forth in the Approved Budget and are allowed by the Bankruptcy Court; *provided, however*, that the Professionals' Carve-Out Cap shall be reduced, dollar-for-dollar, by the amount of any fees and expenses incurred and accruing by the Loan Parties and paid to the applicable Professionals following delivery of a Default Notice to Borrower (clauses (1), (2) and (3) together, the "***Carve-Out***"). Except as otherwise provided in the Financing Orders, no portion of the DIP Facility, the Collateral (including the Pre-Petition Collateral and the Cash Collateral), or the Carve-Out, and no disbursements set forth in the Approved Budget, shall be used for the payment of professional fees, disbursements, costs or expenses incurred by any party in interest in connection with (a) asserting or prosecuting any claims, causes of action or Challenge (as defined in the Financing Orders) to the amount, extent, priority, validity, perfection or enforcement of the Debt of the Borrower and the Guarantors owing to the Lenders, the Agents or indemnified parties under this Agreement or the Pre-Petition First Lien Credit Agreement or to the liens and collateral securing obligations of the Loan Parties under this Agreement or the Pre-Petition First Lien Credit Agreement.

The Lenders agree that so long as no Default Notice has been delivered, the Borrower and the Guarantors shall be permitted to pay compensation and reimbursement of expenses incurred by estate professionals to the extent set forth in the Approved Budget and allowed by the Bankruptcy Court and payable under 11 U.S.C. § 328, 11 U.S.C. § 330 and 11 U.S.C. § 331 and compensation procedures approved by the Bankruptcy Court and in form and substance reasonably acceptable to the Borrower and Guarantors and to the Lenders, as the same may be due and payable, and the same shall not reduce the Professionals' Carve-Out Cap. The foregoing shall not be construed as consent to the allowance of any fees and expenses referred to above and shall not affect the right of the Agents and the Lenders to review and object to the any fee statement, interim application or monthly application issued or filed by estate professionals. Notwithstanding any provision of the Financing Orders or the other Loan Documents to the contrary, the Loans shall not be used to fund aggregate cumulative expenditures for restructuring professional fees of the Borrower or Guarantors, or any Committee (as defined in the Financing Orders) that exceed the maximum amount with respect thereto set forth in the Approved Budget (after giving effect to any Permitted Variance). For the avoidance of doubt, the foregoing shall not apply to any expenditures for restructuring professional fees that are not set forth in the Approved Budget and that are paid pursuant to the Plan and in accordance with a court order approving such professionals' retention (including, without limitation, any success or transaction fees).

(b) Collateral Security Perfection. Each of the Loan Parties agrees to take all actions that the Collateral Agent may request in its sole and absolute discretion to further secure the Obligations or perfect and protect the Collateral Agent's Liens for the benefit of the Secured Parties upon the Collateral and for such Liens to obtain the priority therefor contemplated hereby, including, without limitation, executing and delivering such documents (including, without limitation, security documents, mortgages, deeds of trust, subordination and intercreditor agreements), instruments, financing statements, providing such notices and assents of third parties, obtaining such governmental authorizations and providing such other instruments and documents (in all cases without representation or warranty of any kind) in recordable form as the Collateral Agent or any Lender may reasonably request and, in all cases, in form and substance satisfactory to the Collateral Agent. Each Loan Party hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any filing office in any UCC jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of such Loan Party or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC, or (ii) as being of an equal or lesser scope or with greater detail, and (b) provide any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether such Loan Party is an organization, the type of organization and any organization identification number issued to such Loan Party and, (ii) in the case of a financing statement filed as a fixture filing, a sufficient description of real property to which the Collateral relates. Such Loan Party agrees to furnish any such information to the Collateral Agent promptly upon request. Notwithstanding the provisions of this Section 2.16(b), the Collateral Agent and the Lenders shall have the benefits of the Interim Order and the Final Order.

(c) Real Property. Subject in all respects to the priorities set forth in Section 2.16(a) above and to the Carve-Out, the Borrower and the Guarantors shall grant to the Collateral Agent on behalf of the Secured Parties a security interest in, and mortgage on, all of the right, title and interest of the Borrower and the Guarantors in all real property, if any, owned or leased by the Borrower or any of the Guarantors, together in each case with all of the right, title and interest of the Borrower and such Guarantor in and to all buildings, improvements, and fixtures related thereto, any lease or sublease thereof, all general intangibles relating thereto and all proceeds thereof, in each case to the extent secured pursuant to the Pre-Petition First Lien Mortgages. The Borrower and the Guarantors acknowledge that, pursuant to the Interim Order or the Final Order (as applicable), the Liens in favor of the Collateral Agent on behalf of the Secured Parties in all of such real property and leasehold interests shall be perfected without the recordation of any instruments of mortgage or assignment and the Collateral Agent and the Lenders shall have the benefits of the Interim Order and, after the Final Order Entry Date, the Final Order.

ARTICLE III

CONDITIONS TO EFFECTIVENESS OF LENDING

SECTION 3.01. Conditions Precedent. Section 2.01 of this Agreement shall become effective on and as of the first date (the "***DIP Effective Date***") on which the Administrative Agent determines in its sole and absolute discretion that the following conditions precedent have been satisfied (and the obligation of each Lender to make a DIP Loan is subject

to the satisfaction of such conditions precedent before or concurrently with the DIP Effective Date):

(a) The Administrative Agent shall have received on or before the DIP Effective Date the following, each dated such day (unless otherwise specified) and in form and substance reasonably satisfactory to the Administrative Agent:

(i) This Agreement, duly executed and delivered by the parties hereto.

(ii) The Notes, duly executed and delivered by the Borrower and payable to the order of the Lenders.

(iii) Security Documents (other than the Interim Order and the Final Order), to the extent requested by the Collateral Agent pursuant to Section 2.16(b) prior to the date of this Agreement in all cases, duly executed and delivered by the parties thereto and, together with evidence that all other action that the Administrative Agent and the Collateral Agent may deem reasonably necessary in order to perfect and protect the first priority liens and security interests created under the Security Documents have been taken.

(iv) A certificate of the Borrower signed on behalf of the Borrower by a Responsible Officer, dated the DIP Effective Date, certifying that, as of the DIP Effective Date, the Borrower and its Subsidiaries have filed with the Bankruptcy Court all the pleadings required to be filed on the Petition Date pursuant to paragraph (e) of Section 5 of the Restructuring Support Agreement.

(v) A copy of a certificate of the Secretary of State of Delaware, dated reasonably near the DIP Effective Date certifying (A) as to a true and correct copy of the certificate of formation or certificate of limited partnership, as the case may be, of such Loan Party and each amendment thereto on file in such Secretary's office and (B) that (1) such amendments are the only amendments to such Loan Party's certificate of formation or certificate of limited partnership, as the case may be, on file in such Secretary's office, (2) to the extent applicable, such Loan Party has paid all franchise taxes to the date of such certificate and (3) to the extent applicable, such Loan Party is duly formed and in good standing or presently subsisting under the laws of the State of Delaware.

(vi) A certificate of each Loan Party signed on behalf of such Loan Party by a Responsible Officer, dated the DIP Effective Date (the statements made in which certificate shall be true on and as of the DIP Effective Date), certifying as to (A) the absence of any amendments to the certificate of formation or certificate of limited partnership, as the case may be, of such Loan Party since the date of the Secretary of State's certificate referred to in Section 3.01(a)(v), (B) a true and correct copy of the limited liability company agreement or limited partnership agreement, as the case may be, of such Loan Party as in effect on the DIP Effective Date, (C) the due formation and good standing or valid existence of such Loan Party as a limited liability company or limited partnership, as the case may be, organized under the laws of the jurisdiction of its formation, and the absence of any proceeding for the dissolution or liquidation of such Loan Party,

(D) the truth in all material respects of the representations and warranties contained in the Loan Documents as though made on and as of the DIP Effective Date; *provided*, that if a representation and warranty is qualified as to materiality, with respect to such representation and warranty, the materiality qualifier set forth in this clause (D) shall be disregarded, (E) in the case of the Borrower only, the Restructuring Support Agreement remains in force and effect according to its terms, (F) the absence of receipt of notice from a party to the IDA Lease or a PILOT Document asserting that a breach or default has occurred and is continuing thereunder (other than a breach or default due to the commencement of the Chapter 11 Cases, the solvency of the Loan Parties or the Loan Parties entering into the Restructuring Support Agreement and implementing the Restructuring (as defined in the Restructuring Support Agreement)) and (G) in the case of the Borrower only, the absence of any material amendment, modification, variation or waiver with respect to each Material Contract other than any such material amendment, modification, variation or waiver that has been previously delivered to the Pre-Petition First Lien Administrative Agent pursuant to the Pre-Petition First Lien Credit Agreement.

(vii) In the case of the Borrower, a certificate of the Borrower executed by an officer or director of the Borrower, and in the case of each Guarantor, a certificate of the sole member or general partner, as applicable, of such Guarantor executed by an officer or director of such sole member or general partner, in each case, certifying the name and true signature of the officer or authorized Person of such Loan Party authorized to sign each Loan Document to which it is or is to be a party and the other documents to be delivered hereunder and thereunder.

(viii) Except in each case as previously delivered in connection with the Pre-Petition First Lien Credit Agreement, (A) certified copies of audited financial statements (including balance sheets, income statements and cash flow statements) of the Borrower and its Subsidiaries dated December 31, 2017 and interim financial statements of the Borrower and its Subsidiaries as of and for the Fiscal Quarter ended September 30, 2017 and (B) a certified hard copy of, and a computer disk containing, *pro forma* cash flow statements with respect to the Borrower and its Subsidiaries for the period from the DIP Effective Date through calendar year 2022 (the "***Base Case Projections***").

(b) The Bankruptcy Court shall have entered the Interim Order on its docket and it shall be in full force and effect and shall not have been amended, modified, stayed or reversed, in each case, without the prior written consent of the Administrative Agent.

(c) Before giving effect to the Loan Documents and the transactions contemplated thereby, there shall have occurred no Material Adverse Change since December 31, 2017.

(d) There shall exist no action, suit, investigation, litigation or proceeding affecting any Loan Party or any of its Subsidiaries pending or threatened in writing before any Governmental Authority that (i) could reasonably be expected to have a Material Adverse Effect or, except for the Chapter 11 Cases, materially impair or

interfere with the operations of any Project Company or (ii) purports to affect the legality, validity or enforceability of any Loan Document or the consummation of the transactions contemplated hereby.

(e) Except for any Governmental Authorizations required in connection with the Lenders' exercise of remedies under the Loan Documents or the consummation of an Acceptable Plan, all Governmental Authorizations and third party consents and approvals necessary in connection with the Loan Documents and the transactions contemplated thereby or for the ownership and operation of the Projects at full design capacity shall have been obtained (without the imposition of any condition that is not acceptable to the Administrative Agent or the Lenders) and shall remain in effect.

(f) The Borrower shall have paid (or shall be contemporaneously paying from the proceeds of the DIP Loans) all accrued and unpaid fees and expenses of the Agents and the Lenders (including all accrued and unpaid fees and expenses of the Administrative Agent's and Lenders' professionals (which, for the avoidance of doubt, shall include, without duplication, all fees and expenses of the Consenting Lender Professionals (as defined in the Restructuring Support Agreement))) and other compensation contemplated in connection with this Agreement, the Interim Order and the Restructuring Support Agreement payable to the Administrative Agent and the Lenders in respect of the transactions contemplated by this Agreement.

SECTION 3.02. Conditions Precedent to Each Borrowing. The obligation of each Lender to make a DIP Loan on the occasion of each Borrowing (including the initial Borrowing) shall be subject to the further conditions precedent that on the date of such Borrowing:

(a) the following statements shall be true and the Administrative Agent shall have received for the account of such Lender a certificate signed by a Responsible Officer of the Borrower, dated the date of such Borrowing, stating that (and each of the giving of the applicable Notice of Borrowing and the acceptance by the Borrower of the proceeds of such Borrowing shall constitute a representation and warranty by the Borrower that both on the date of such notice and on the date of such Borrowing such statements are true):

(i) the representations and warranties contained in each Loan Document are true and correct in all material respects on and as of such date, before and after giving effect to such Borrowing and to the application of the proceeds therefrom, as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date); *provided*, that if a representation and warranty is qualified as to materiality, with respect to such representation and warranty, the materiality qualifier set forth in this clause (i) shall be disregarded;

(ii) no Default has occurred and is continuing, or would result from such Borrowing or from the application of the proceeds therefrom; and

(iii) with respect to the initial Borrowing, no Default (as defined in the Pre-Petition First Lien Credit Agreement) other than a Default or Event of Default

(as such terms are defined in the Pre-Petition First Lien Credit Agreement) (A) identified on Schedule 1 to the Restructuring Support Agreement or (B) resulting from the filing of the Chapter 11 Cases, has occurred and is continuing, or would result from such Borrowing or from the application of the proceeds therefrom under the Pre-Petition First Lien Credit Agreement;

(b) at the time of such Borrowing and after giving effect thereto, (i) if such Borrowing has been requested before the Final Order Entry Date, the Interim Order shall be in full force and effect and shall not have been vacated, reversed, stayed, or modified or amended in any respect, in each case, without the prior written consent of the Administrative Agent and (ii) if such Borrowing is requested after the Final Order Entry Date, the Final Order shall be in full force and effect and shall not have been vacated, reversed, stayed, or modified or amended in any respect, in each case, without the prior written consent of the Administrative Agent;

(c) at the time of such Borrowing and after giving effect thereto, the Loan Parties shall be in compliance with the Approved Budget (subject to any Permitted Variance), the proposed DIP Loan is contemplated by the Approved Budget (subject to any Permitted Variance) and the proceeds of the proposed DIP Loan are to be applied in the manner, and to the extent, contemplated by the Approved Budget (subject to any Permitted Variance); and

(d) at the time of each such Borrowing and after giving effect thereto and to the use of the proceeds thereof, the Cash and Cash Equivalents held by the Borrower and the Guarantors (taken as a whole) shall not exceed $25,000,000.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

SECTION 4.01. Representations and Warranties. Each Loan Party represents and warrants as follows:

(a) Organization. It (i) is a limited liability company or limited partnership duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, (ii) is duly qualified and in good standing as a limited liability company or limited partnership in each other jurisdiction in which it owns or leases property or in which the conduct of its business requires it to so qualify or be licensed except where the failure to so qualify or be licensed could not reasonably be expected to have a Material Adverse Effect and (iii) has all requisite limited liability company or partnership (as applicable) power and authority (including, without limitation, all Governmental Authorizations) to own or lease and operate its properties and to carry on its business as now conducted and as proposed to be conducted.

(b) Location. Set forth on Schedule 4.01(b) hereto is a complete and accurate list of all Loan Parties, showing as of the date hereof (as to each Loan Party) the jurisdiction of its formation, the address of its principal place of business and its U.S. taxpayer identification number. The copy of the charter, certificate of formation or certificate of limited partnership, as applicable, of each Loan Party and each amendment

thereto provided pursuant to Section 3.01(a)(v) is a true and correct copy of each such document, each of which is valid and in full force and effect.

(c) Ownership Information. Set forth on Schedule 4.01(c) hereto is a complete and accurate list of all Subsidiaries of each Loan Party, showing as of the date hereof (as to each such Subsidiary) the jurisdiction of its formation, the number of shares, membership interests or limited partnership interests (as applicable) of each class of its Equity Interests authorized, and the number outstanding, on the date hereof and the percentage of each such class of its Equity Interests owned (directly or indirectly) by such Loan Party and the number of shares, membership interests or limited partnership interests (as applicable) covered by all outstanding options, warrants, rights of conversion or purchase and similar rights at the date hereof. All of the outstanding Equity Interests in each Loan Party's Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by such Loan Party or one or more of its Subsidiaries free and clear of all Liens, except those created under the Pre-Petition First Lien Collateral Documents, the Loan Documents, the Interim Order and the Final Order or Permitted Liens.

(d) Authorization Non-Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which it is or is to be a party, and the consummation of the transactions contemplated thereby, are within such Loan Party's limited liability company or limited partnership (as applicable) powers, have been duly authorized by all necessary limited liability company or limited partnership (as applicable) action, and do not (i) contravene such Loan Party's limited liability company agreement, limited partnership agreement or other constituent documents, (ii) on entry of the Interim Order or Final Order (as applicable), violate any law, rule, regulation (including, without limitation, Regulation X of the Board of Governors of the Federal Reserve System), order, writ, judgment, injunction, decree, determination or award applicable to or binding on it, (iii) conflict with or result in the breach of, or constitute a default or require any payment to be made under, a Contractual Obligation of any Loan Party (except to the extent such conflict, breach, default or payment could not reasonably be expected to have a Material Adverse Effect) or (iv) except for the Liens created under the Security Documents, result in or require the creation or imposition of any Lien upon or with respect to any of the Properties of any Loan Party or any of its Subsidiaries. As of the DIP Effective Date, no Loan Party is in violation of any such law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or in breach of any such contract, loan agreement, indenture, mortgage, deed of trust, lease or other instrument, the violation or breach of which could reasonably be expected to have a Material Adverse Effect.

(e) Consents and Approvals.

(i) Subject to the entry of the Interim Order (or the Final Order where applicable) and the terms thereof, no Governmental Authorization, and no notice to, filing with, or consent or approval of any other third party is required for (A) the due execution, delivery, recordation, filing or performance by any Loan Party of any Loan Document to which it is or is to be a party, or for the consummation of the transactions contemplated thereby, (B) the grant by any Loan Party of the

Liens granted by it pursuant to the Security Documents, (C) the perfection or maintenance of the Liens created under the Security Documents (including the priority of such Liens) or (D) the exercise by any Agent or any Lender of its rights under the Loan Documents or the remedies in respect of the Collateral pursuant to the Security Documents, except for (1) those Governmental Authorizations, notices and filings set forth on Schedule 4.01(e), all of which except as indicated on Schedule 4.01(e) or that are otherwise a Governmental Authorization described in clauses (2), (3) or (4) below, (x) have been duly obtained, taken, given or made, (y) are in full force and effect, and (z) are free from conditions or requirements that have not been met or complied with, (2) any FERC, New York Public Service Commission, or Federal Communications Commission approvals required in connection with the Lender's exercise of remedies under the Loan Documents, (3) any FERC of Federal Communications Commission approvals required in connection with the consummation of an Acceptable Plan or the Harquahala Reorganization or (4) those Governmental Authorizations, notices, filings with, or consents of, any other third party, the failure of which to obtain and maintain could not reasonably be expected to result in a Material Adverse Effect.

(ii) No Governmental Authorization, and no notice to, filing with, or consent or approval of any Governmental Authority or any other third party is required in connection with the operation of the Projects in accordance with applicable law and as otherwise contemplated by this Agreement, except for (A) the Governmental Authorizations, notices and filings set forth on Schedule 4.01(e), all of which except as indicated on Schedule 4.01(e) (or that are otherwise a Governmental Authorization described in clauses (B) or (C) below), (1) have been duly obtained, taken, given or made, (2) are in full force and effect and (3) are free from conditions or requirements that have not been met or complied with, (B) any FERC or Federal Communications Commission approvals required in connection with the consummation of an Acceptable Plan or the Harquahala Reorganization or (C) those Governmental Authorizations, notices, filings with or consents of any other third party, the failure of which to obtain and maintain could not reasonably be expected to result in a Material Adverse Effect.

(f) Binding Agreement. Subject to the entry of the Interim Order (or the Final Order, where applicable) and the terms thereof, this Agreement has been, and each other Loan Document when delivered hereunder will have been, duly executed and delivered by each Loan Party party thereto, and constitute legal, valid and binding obligations of each Loan Party party thereto, enforceable against each such Loan Party in accordance with its terms.

(g) Litigation. Except for the Chapter 11 Cases, there is no action, suit, investigation, litigation or proceeding affecting any Loan Party or any of its Subsidiaries, including any Environmental Action, pending or threatened in writing before any Governmental Authority or arbitrator that (i) could reasonably be expected to have a Material Adverse Effect or (ii) purports to affect the legality, validity or enforceability of any Loan Document or the consummation of the transactions contemplated thereby.

(h) Approved Budget. The Loan Parties have disclosed to the Administrative Agent all material assumptions with respect to the Approved Budget, which assumptions were fair in light of the conditions existing at the time of delivery and represented, at the time of delivery, the Borrower's best estimate of its future financial performance.

(i) Financial Statements.

(i) The Consolidated balance sheet of the Borrower and its Subsidiaries, the related Consolidated statement of income and Consolidated statement of cash flows of the Borrower and its Subsidiaries for the Fiscal Year then ended, and the Consolidated balance sheet of the Borrower and its Subsidiaries and the related Consolidated statement of income and Consolidated statement of cash flows of the Borrower and its Subsidiaries for the three months then ended, duly certified by a Responsible Officer of the Borrower, in each case which have most recently been furnished to the Administrative Agent pursuant to Section 3.01 or Section 5.03, fairly present in all material respects, subject, in the case of any interim balance sheet and related statements of income and cash flows for the relevant three months then ended, to year-end audit adjustments, the Consolidated financial condition of the Borrower and its Subsidiaries as at the dates of such financial statements and the Consolidated results of operations of the Borrower and its Subsidiaries for the periods ended on such dates, all in accordance with GAAP applied on a consistent basis.

(ii) Since December 31, 2017, there has been no Material Adverse Change.

(iii) The Consolidated forecasted balance sheet, statement of income and statement of cash flows of the Borrower and its Subsidiaries, the Base Case Projections and all other projections and forward-looking information delivered to the Administrative Agent pursuant to Section 3.01(a)(viii) or 5.03 were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair in light of the conditions existing at the time of delivery of such forecasts, and represented, at the time of delivery, the Borrower's best estimate of its future financial performance.

(j) Information. As of the DIP Effective Date, no information, exhibit or report furnished by or on behalf of any Loan Party to any Agent or any Lender in connection with the negotiation and syndication of the Loan Documents or pursuant to the terms of the Loan Documents contained, when taken as a whole, and as of the date such information, exhibit or report (as applicable) was so furnished, any untrue statement of a material fact or omitted to state a material fact necessary to make the statements made therein not misleading in light of the circumstances under which such statements were made; *provided*, *however*, that, except as set forth herein, no representation or warranty is made with respect to any projections or other forward looking statements provided by or on behalf of any Loan Party or any of their Affiliates.

(k) Margin Stock. The Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying Margin Stock, and no proceeds of any

DIP Loan will be used to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock.

(l) Investment Company Act. No Loan Party is an "*investment company*," as defined in or subject to regulations under the Investment Company Act of 1940, as amended.

(m) Security Interest. The entry of the Interim Order or the Final Order (as applicable) and the entering into of any other Security Documents create in favor of the Collateral Agent for the benefit of the Secured Parties legal, valid, enforceable and perfected Liens in the Collateral, with the priority expressed to be applicable to such Liens in the Interim Order or the Final Order (as applicable) and under Section 2.16 of this Agreement, securing the payment of the Obligations. The Loan Parties are the legal and beneficial owners of the Collateral free and clear of any Lien, except for the liens and security interests created or permitted under the Loan Documents and the Interim Order or the Final Order (as applicable). On and after the DIP Effective Date and the entry of the Interim Order, such Interim Order and the Loan Documents are sufficient to provide the Superpriority Claims and Liens described in, and with the priority provided in, Section 2.16 of this Agreement.

(n) ERISA Etc. (i) No ERISA Event has occurred or is reasonably expected to occur with respect to any Plan that has resulted in or is reasonably expected to result in a material liability of any Loan Party or any ERISA Affiliate.

(ii) Neither any Loan Party nor any ERISA Affiliate has incurred or is reasonably expected to incur any material Withdrawal Liability to any Multiemployer Plan.

(iii) Neither any Loan Party nor any ERISA Affiliate has been notified by the sponsor of a material Multiemployer Plan that such Multiemployer Plan is in reorganization or has been terminated, within the meaning of Title IV of ERISA, and no such Multiemployer Plan is reasonably expected to be in reorganization or to be terminated, within the meaning of Title IV of ERISA.

(o) Environmental Matters.

(i) Except as otherwise set forth on Part I of Schedule 4.01(o) hereto, the operations and properties of each Loan Party and each of its Subsidiaries comply with all applicable Environmental Laws and Environmental Permits, all past non-compliance with such Environmental Laws and Environmental Permits has been resolved without ongoing obligations or costs, except for any such noncompliance, obligation or cost that could not reasonably be expected to have a Material Adverse Effect and, to the best knowledge of each Loan Party, no circumstances exist that could (A) form the basis of an Environmental Action against any Loan Party or any of its Subsidiaries or any of their properties that could reasonably be expected to have a Material Adverse Effect or (B) cause any such property to be subject to any restrictions on ownership or transferability, or subject to any material Lien, under any Environmental Law.

(ii) Except as otherwise set forth on Part II of Schedule 4.01(o) hereto, none of the properties currently or formerly owned or operated by any Loan Party or any of its Subsidiaries is currently listed or proposed for listing on the NPL or on the CERCLIS or any analogous state or local list; there are no and never have been any underground or aboveground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed on any property currently owned or operated by any Loan Party or any of its Subsidiaries; there is no asbestos or asbestos-containing material on any property currently owned or operated by any Loan Party or any of its Subsidiaries that requires abatement under any applicable Environmental Law; and Hazardous Materials have not been released, discharged or disposed of on any property currently or formerly owned or operated by any Loan Party or any of its Subsidiaries in a manner that would reasonably be expected to require any material investigation, cleanup, remediation or remedial action by any Loan Party under any applicable Environmental Law.

(iii) Except as otherwise set forth on Part III of Schedule 4.01(o) hereto, neither any Loan Party nor any of its Subsidiaries is undertaking, and has not completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any governmental or regulatory authority or the requirements of any Environmental Law; and all Hazardous Materials generated, used, treated, handled or stored at, or transported to or from, any property currently or formerly owned or operated by any Loan Party or any of its Subsidiaries have been disposed of in a manner not reasonably expected to result in liability to any Loan Party or any of its Subsidiaries except, in each case above, where any such investigation or assessment or remedial or response action or liability could not reasonably be expected to have a Material Adverse Effect.

(p) Tax Matters. (i) Neither any Loan Party nor any of its Subsidiaries is party to any tax sharing agreement.

(ii) Each Loan Party and each of its Subsidiaries has filed, has caused to be filed or has been included in all tax returns (Federal, state, local and foreign) required to be filed, other than those tax returns where the failure to file such returns could not be reasonably expected to have a Material Adverse Effect or to result in a liability of such Loan Party and its Subsidiaries in an amount in excess of $2,000,000 at any time, and has paid all taxes shown thereon to be due, together with applicable interest and penalties (other than taxes contested in good faith by proper proceedings to the extent that adequate reserves are being maintained therefor).

(iii) No issues have been raised by the Internal Revenue Service in respect of federal income tax returns for years for which the expiration of the applicable statute of limitations has not occurred by reason of extension or

otherwise that, in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(iv) No issues have been raised by any state, local or foreign taxing authorities, in respect of the returns for years for which the expiration of the applicable statute of limitations has not occurred by reason of extension or otherwise, that, in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(q) Pre-Petition Debt. Set forth on Schedule 4.01(q) hereto is a complete and accurate list of all Debt for Borrowed Money constituting Pre-Petition Debt, showing as of the date hereof the obligor and the principal amount outstanding thereunder and the maturity date thereof.

(r) Owned Real Property. Set forth on Schedule 4.01(r) hereto is a complete and accurate list of all real property owned by any Loan Party, showing as of the date hereof the street address, county or other relevant jurisdiction, state and record owner thereof. Each Loan Party has good and marketable fee simple title to such real property, free and clear of all Liens, other than Permitted Liens, the liens created hereby and by the Security Documents, or any Liens created or permitted by the Interim Order and the Final Order to the extent comprising adequate protection liens.

(s) Leased Real Property. Set forth on Schedule 4.01(s) hereto is a complete and accurate list of all leases of real property under which any Loan Party is the lessee, showing as of the date hereof the street address, county or other relevant jurisdiction, state, lessor and lessee thereof. Each such lease is the legal, valid and binding obligation of the parties thereto, enforceable in accordance with its terms.

(t) Material Contracts. Each Material Contract (i) has been duly authorized, executed and delivered by all parties thereto, (ii) has not been amended or otherwise modified from the form previously delivered to the Administrative Agent except to the extent permitted under the terms of the Loan Documents and (iii) is in full force and effect and is binding upon and enforceable against all parties thereto in accordance with its terms, and to the best knowledge of the Loan Parties, there exists no material default under any Material Contract by any party thereto other than any default caused as a result of the commencement of the Chapter 11 Cases, the solvency of the Loan Parties or the Loan Parties entering into the Restructuring Support Agreement and the implementation of the transactions thereunder and as to which defaults (if any) the relevant counterparty(ies) to such Material Contract cannot exercise remedies (except any remedies permitted under the safe-harbor provisions of the Bankruptcy Code). All Material Contracts and Hedge Agreements, including all amendments thereto, to which any Loan Party is a party and in effect as of the DIP Effective Date are set forth on Schedule 4.01(t).

(u) Accounts. Neither the Borrower nor any of its Subsidiaries has any deposit or securities accounts other than (i) the Accounts, (ii) Pledged Accounts, (iii) Counterparty Collateral Accounts (if any), (iv) deposit or securities accounts (if any) with (A) in each case, less than $300,000 on deposit in, or credited to, any such deposit or securities account and (B) in each case, to the extent any such deposit or securities

account is (1) permitted under the Pre-Petition First Lien Security Agreement (other than Section 9(f) thereof) and the Security Deposit Agreement (other than any requirement thereunder that incorporates Section 9(f) of the Pre-Petition First Lien Security Agreement) and (2) not required to be a Pledged Account, (v) the Utility Deposit Account, *provided that* the Borrower shall solely be permitted from time to time to deposit an amount equal to the Utility Deposit (as defined in the Utilities Order) into such Utility Deposit Account, in each case subject to the terms of the Utilities Order and (v) as otherwise permitted under the terms of this Agreement and the other Loan Documents.

(v) Regulatory Status. Each Project Company: (i) meets the requirements for, and has made the necessary filing with, or has been determined by, FERC to be an exempt wholesale generator ("***EWG***") within the meaning of Section 1262(6) of the Public Utility Holding Company Act of 2005 ("***PUHCA***"); (ii) is authorized by FERC pursuant to Section 205 of the FPA to sell electric power, including energy and capacity, at market-based rates; and (iii) is granted blanket authorization by FERC to issue securities and assume obligations and liabilities pursuant to Section 204 of the FPA.

(w) FERC Proceedings. There are no pending FERC proceedings in which the EWG status, market-based rate authority or blanket FPA Section 204 authority of a Project Company is subject to withdrawal, revocation or material modification.

(x) Regulatory Approvals. Except for any FERC approvals required in connection with (i) the Lenders' exercise of remedies under the Loan Documents, (ii) the consummation of an Acceptable Plan and (iii) the Harquahala Reorganization, no approvals or authorizations from FERC are required to be obtained by any Project Company, the Loan Parties, the Collateral Agent or the Lenders with respect to the Loan Documents and the transactions contemplated thereby.

(y) Existing Regulatory Orders. The Borrower and each Project Company is in full compliance with the terms and conditions of all orders issued by FERC under Section 203 of the FPA and obtained by the Borrower or any Project Company.

(z) PUHCA. The Borrower is a "*holding company*" within the meaning of Section 1262(8) of PUHCA solely with respect to its ownership of one or more EWGs, and is not subject to or is otherwise exempt from regulation under PUHCA.

(aa) Patriot Act. No Loan Party is in material violation of any Anti-Terrorism Laws. No part of the proceeds of the DIP Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

(bb) Excluded G&A Services. The categories and description of general and administrative expenses contained in the definition of "Excluded G&A Services" (solely on any date that this representation is made following the DIP Effective Date, together with any additional expenses disclosed to the Administrative Agent by the Borrower in writing after the DIP Effective Date) are a true, correct and complete description of the

general and administrative services provided or performed by the G&A Services Providers for the benefit of the Loan Parties.

ARTICLE V

COVENANTS

SECTION 5.01. Affirmative Covenants. Except to the extent prohibited by the Approved Budget (subject to any Permitted Variance) and the Interim Order or the Final Order (as applicable), until a Repayment Event has occurred, the Borrower and each Guarantor will:

(a) Compliance with Laws, Etc. Comply, and cause each of its Subsidiaries to comply with all applicable laws, rules, regulations and orders binding on the Borrower or such Subsidiary, such compliance to include, without limitation, compliance with ERISA and the Racketeer Influenced and Corrupt Organizations Chapter of the Organized Crime Control Act of 1970, other than any such non-compliance which could not reasonably be expected to have a Material Adverse Effect.

(b) Payment of Taxes, Etc. Pay and discharge, and cause each of its Subsidiaries to pay and discharge, before the same shall become delinquent (where provided for therein, in accordance with the Approved Budget), (i) all taxes, assessments and governmental charges or levies imposed upon it or upon its property and (ii) all lawful claims that, if unpaid, might by law become a Lien upon its property (unless, in the case of (i) and (ii), the failure to do so could not reasonably be expected to have a Material Adverse Effect, or to result in a liability of such Loan Party and its Subsidiaries in an amount in excess of $2,000,000 at any time); *provided*, *however*, that neither the Borrower nor any of its Subsidiaries shall be required to pay or discharge any such tax, assessment, charge or claim that is being contested in good faith and by proper proceedings to the extent that adequate reserves are being maintained.

(c) Compliance with Environmental Laws. Comply, and cause each of its Subsidiaries and, if applicable, take commercially reasonable efforts to cause, all lessees and other Persons operating or occupying its properties to comply, in all material respects, with all applicable Environmental Laws and Environmental Permits; obtain and renew, and cause each of its Subsidiaries to obtain and renew, all material Environmental Permits necessary for its operations and properties; and conduct, and cause each of its Subsidiaries to conduct, any investigation, study, sampling and testing, cleanup, removal, remedial or other action in response to any release, discharge or disposal of any Hazardous Materials from or at any of its properties, to the extent required by, and in material compliance with, all Environmental Laws; *provided*, *however*, that neither the Borrower nor any of its Subsidiaries shall be required to undertake any such cleanup, removal, remedial or other action to the extent that its obligation to do so is being contested in good faith and by proper proceedings provided appropriate reserves are being maintained with respect to such circumstances.

(d) Maintenance of Insurance. Maintain, and cause each of its Subsidiaries to maintain, insurance in accordance with Schedule 5.01(d).

(e) Preservation of Existence, Etc. Except as occasioned by the Chapter 11 Cases pursuant to an Acceptable Plan or the Restructuring Support Agreement, preserve and maintain, and cause each of its Subsidiaries to preserve and maintain, its existence as a limited liability company or limited partnership, as applicable, its good standing in the State of Delaware and, to the extent required under applicable law, its qualification to do business and good standing in each other state or jurisdiction in which it operates a material part of its business; *provided*, *however*, that the Borrower and its Subsidiaries may consummate any merger or consolidation permitted under Section 5.02(d).

(f) Visitation Rights. Upon reasonable notice, at any reasonable time and from time to time, permit any of the Agents or any of the Lenders, or any agents or representatives thereof, to examine and make copies of and abstracts from the records and books of account of, and visit the properties of, the Borrower and any of its Subsidiaries, and to discuss the affairs, finances and accounts of the Borrower and any of its Subsidiaries with any of their officers or directors and with their independent certified public accountants; *provided* that so long as no Default shall have occurred and be continuing, unless the Borrower shall have consented thereto, neither the Agents nor the Lenders shall be entitled to more than one visit at the cost of Borrower to any single Project in any Fiscal Year.

(g) Keeping of Books. Keep, and cause each of its Subsidiaries to keep, proper books of record and account in accordance with GAAP.

(h) Maintenance of Properties, Etc. Maintain, preserve and protect, and cause each of its Subsidiaries to maintain, preserve and protect, all of its properties and equipment necessary in the conduct of the business of the Projects in good working order and condition, ordinary wear and tear excepted, and in accordance with Prudent Industry Practices.

(i) Transactions with Affiliates. Conduct, and cause each of its Subsidiaries to conduct, all transactions otherwise permitted under the Loan Documents with any of their Affiliates on terms that are, when taken as a whole, fair and reasonable and no less favorable to the Borrower or such Subsidiary than it would obtain in a comparable arm's length transaction with a Person not an Affiliate; *provided*, that the Harquahala Reorganization shall be deemed to be in compliance with the foregoing.

(j) Covenant to Give Security. Upon the acquisition of (i) fee title to any property which is leased pursuant to the IDA Lease or (ii) any other property by any Loan Party with a fair market value in excess of $5,000,000 or which is otherwise necessary or desirable for the continued operation of any Project, and such property, in the judgment of the Administrative Agent, shall not already be subject to a perfected first priority security interest in favor of the Collateral Agent for the benefit of the Secured Parties, then in each case at the Borrower's expense:

(i) within 10 days after such acquisition, furnish to the Administrative Agent and the Collateral Agent a description of the real and personal properties so acquired, in each case in detail satisfactory to the Administrative Agent; and

(ii) promptly, but in any event within 90 days after such acquisition, take all such actions and execute and deliver, or cause to be executed and delivered, all such mortgages, estoppel and consent agreements of lessors, documents, instruments, agreements, opinions and certificates with respect to such Property as the Administrative Agent shall reasonably request to create (and provide evidence thereof) a valid and perfected first priority Lien on such Property in favor of the Collateral Agent (for the benefit of the Secured Parties).

(k) Further Assurances. Without limiting Section 2.16(b) herein, promptly upon request by any Agent, or any Lender through the Administrative Agent, do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, conveyances, pledge agreements, mortgages, estoppel and consent agreements of lessors, deeds of trust, trust deeds, assignments, financing statements and continuations thereof, termination statements, notices of assignment, transfers, certificates, assurances and other instruments as any Agent, or any Lender through the Administrative Agent, may reasonably require from time to time in order to (i) carry out more effectively the purposes of the Loan Documents and the Interim Order or the Final Order (as applicable), (ii) without limiting Section 2.16(b), to the fullest extent permitted by applicable law, subject any Loan Party's or any of its Subsidiaries' properties, assets, rights or interests to the Liens now or hereafter intended to be covered by any of the Security Documents and (iii) perfect and maintain the validity, effectiveness and priority of any of the Security Documents and any of the Liens intended to be created thereunder.

(l) Accounts. (i) Establish and maintain, and cause each other Loan Party to maintain at all times in accordance with the Security Deposit Agreement, the Accounts, (ii) cause all Revenues (as defined in the Security Deposit Agreement) and other amounts payable to it to be deposited into, or credited to, the Accounts, in accordance with the terms of the Security Deposit Agreement and (iii) cause all funds deposited in the Accounts to be applied and disbursed in accordance with the terms of the Interim Order or the Final Order (as applicable) and the Security Deposit Agreement (to the extent not inconsistent with the terms of the Interim Order or the Final Order (as applicable)).

(m) Commodity Hedge Counterparty Security. Any Loan Party that enters into a Commodity Hedge and Power Sale Agreement that benefits from a Lien permitted pursuant to Section 5.02(a)(i) shall:

(i) require that the terms and conditions of such Commodity Hedge and Power Sale Agreement provide that if the Commodity Hedge Counterparty thereto ceases at any time to have a Required Rating (including with respect to any Person guaranteeing the obligations of such Commodity Hedge Counterparty), such Commodity Hedge Counterparty will provide collateral in amount and form, and pursuant to documents, customarily provided in comparable transactions to secure its obligations under the applicable Commodity Hedge and Power Sale Agreement; and

(ii) exercise its rights to enforce such obligations of the Commodity Hedge Counterparty at all times, except to the extent that the Commodity Hedge

and Power Sale Agreement in question has a Maximum Potential Exposure of $5,000,000 or less; *provided* that no breach shall arise hereunder if any such exercise is unsuccessful so long as the applicable Loan Party has exercised its rights to enforce.

(n) [Reserved].

(o) Performance of Material Contracts. Other than in respect of the commencement of the Chapter 11 Cases and the Loan Parties entering into the Restructuring Support Agreement, (i) perform and observe all the terms and provisions of each Material Contract to be performed or observed by it, maintain each such Material Contract in full force and effect, and enforce each such Material Contract in accordance with its terms unless, in each case, (A) the failure to do so would not reasonably be expected to have a Material Adverse Effect, (B) such Material Contract has expired in accordance with its terms in the ordinary course (and not related to any default thereunder) or (C) in the case of the IDA Lease, the Borrower obtains fee title to the Athens Project as set forth in Section 6.01(o) and (ii) without limiting the generality of the foregoing, replace, or cause to be replaced (or put into place alternative arrangements (including contracts) satisfactory to the Required Lenders with respect to), any Material Contract that has expired in accordance with its terms in the ordinary course (and related to any default thereunder) to the extent such replacement (or such alternative arrangement satisfactory to the Required Lenders) is necessary or advisable in accordance with Prudent Industry Practices.

(p) Separateness. Except in connection with the administration of the Loan Parties in the Chapter 11 Cases in accordance with applicable law, comply with the following:

(i) Each of the Borrower and its Subsidiaries will act solely in its name and through its duly authorized officers, managers, representatives or agents in the conduct of its businesses;

(ii) Each of the Borrower and its Subsidiaries will conduct in all material respects its business solely in its own name, in a manner not misleading to other Persons as to its identity (including, without limiting the generality of the foregoing, all oral and written communications (if any), including invoices, purchase orders, and contracts); *provided*, *however*, that nothing in clause (p)(i) or this clause (p)(ii) shall prohibit the Loan Parties from continuing to refer to themselves as "MACH Gen" in oral and written communications;

(iii) Each of the Borrower and its Subsidiaries will obtain proper authorization from member(s), shareholder(s), director(s) and manager(s), as required by its limited liability company agreement or bylaws for all of its limited liability company or corporate actions; and

(iv) Each of the Borrower and its Subsidiaries will comply with the terms of its certificate of incorporation or formation and by-laws or limited liability company agreement (or similar constituent documents).

(q) Maintenance of Regulatory Status. The Project Companies shall maintain EWG status, market-based rate authority under FPA Section 205 and FPA Section 204 blanket pre-approval, and comply with previously issued FPA Section 203 orders applicable to the Borrower or Project Company.

(r) Use of Proceeds. Use the proceeds of the DIP Loans only as provided in Section 2.13.

(s) Excluded G&A Services. Ensure that none of the Excluded G&A Services will be paid for (including by reimbursement to any of the G&A Services Providers) by any of the Loan Parties.

(t) Athens Water Supply Permits. (i) Perform and observe all the terms and provisions of each Athens Water Supply Permit to be performed or observed by it, maintain each Athens Water Supply Permit in full force and effect, and enforce each Athens Water Supply Permit in accordance with its terms unless, in each case, (A) the failure to do so would not reasonably be expected to have a Material Adverse Effect or (B) such Athens Water Supply Permit has expired in accordance with its terms in the ordinary course (and not related to any default thereunder) and (ii) without limiting the generality of the foregoing, replace, or cause to be replaced (or put into place alternative arrangements (including contracts) satisfactory to the Required Lenders with respect to), any Athens Water Supply Permit in the event that it has expired in accordance with its terms in the ordinary course (and related to any default thereunder) to the extent such replacement (or such alternative arrangement satisfactory to the Required Lenders) is necessary or advisable in accordance with Prudent Industry Practices.

SECTION 5.02. Negative Covenants. Except as permitted by the Interim Order or the Final Order (as applicable), until a Repayment Event has occurred, neither the Borrower nor any Guarantor will, at any time:

(a) Liens, Etc. Subject to Section 5.02(t), create, incur, assume or suffer to exist, or permit any of its Subsidiaries to create, incur, assume or suffer to exist, any Lien on or with respect to any of its properties of any character (including, without limitation, accounts) whether now owned or hereafter acquired, or sign or file or suffer to exist, or permit any of its Subsidiaries to sign or file or suffer to exist, under the UCC of any jurisdiction, a financing statement that names the Borrower or any of its Subsidiaries as debtor, or sign or suffer to exist, or permit any of its Subsidiaries to sign or suffer to exist, any security agreement authorizing any secured party thereunder to file such financing statement, or assign, or permit any of its Subsidiaries to assign, any accounts or other right to receive income, except, and subject in all cases to the limitations and priorities provided in the Interim Order or the Final Order, as applicable:

(i) (x) Liens created under the Pre-Petition First Lien Collateral Documents securing Debt incurred under the Pre-Petition First Lien Credit Agreement, (y) Liens created under the Loan Documents securing Debt incurred under the Loan Documents and/or (z) Liens securing Debt arising under Commodity Hedge and Power Sale Agreements (whether or not such Commodity

Hedge and Power Sale Agreements have been entered into before, on or after the DIP Effective Date); *provided* that, as to clause (z), (A) such Liens (I) that are entered into with Commodity Hedge Counterparties, (II) that, in the aggregate when taken together with the amount of any other Commodity Hedge and Power Sale Agreements then secured by the Collateral, are not secured by pari passu liens with the Pre-Petition Facilities in excess of $80,000,000, minus (1) upon and following the Harquahala Reorganization, $30,000,000, and minus (2) upon and following an Asset Sale with respect to Millennium or the Millennium Project, $10,000,000, and minus (3) to the extent such amounts are greater than $20,000,000, the aggregate amount of all swap termination payments paid by the Loan Parties with respect to termination of Commodity Hedge and Power Sale Agreements during the terms of the Pre-Petition Facilities that exceed $20,000,000, and (III) at the time that any such Commodity Hedge and Power Sale Agreement is entered into, or any Lien in respect of the Collateral is granted in respect thereof, the aggregate amount of claims due and unpaid beyond any applicable cure period under any other Commodity Hedge and Power Sale Agreements secured by the Collateral does not exceed $25,000,000, (B) such Liens are subject to the terms of the Intercreditor Agreement and (C) any lender or issuing bank (or any agent or trustee thereof) with respect to such Debt and any Commodity Hedge Counterparty party to any such Commodity Hedge and Power Sale Agreement shall have become a party to the Intercreditor Agreement as, and shall have the obligations of, a Pre-Petition First Lien Secured Party thereunder;

(ii) [Reserved];

(iii) Permitted Liens;

(iv) purchase money Liens upon or in real property or equipment acquired or held by the Borrower or any of its Subsidiaries in the ordinary course of business to secure the purchase price of such property or equipment or to secure Debt incurred solely for the purpose of financing the acquisition of any such property or equipment to be subject to such Liens, or Liens existing on any such property or equipment at the time of acquisition (other than any such Liens created in contemplation of such acquisition that do not secure the purchase price), or extensions, renewals or replacements of any of the foregoing for the same or a lesser amount; *provided*, *however*, that no such Lien shall extend to or cover any property other than the property or equipment being acquired, and no such extension, renewal or replacement shall extend to or cover any property not theretofore subject to the Lien being extended, renewed or replaced; and *provided further* that the aggregate principal amount of the Debt secured by Liens permitted by this clause (iv) shall not exceed the amount permitted under Section 5.02(b)(iv) at any time outstanding;

(v) Liens arising by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights;

(vi) Liens arising from precautionary UCC financing statements regarding, and any interest or title of a licensor, lessor or sublessor under, any

operating lease;

(vii) pledges or deposits of Cash or Cash Equivalents securing deductibles, self-insurance, co-payment, co-insurance, retentions or similar obligations to providers of property, casualty or liability insurance in the ordinary course of business; and

(viii) Liens arising under Capitalized Leases permitted under Section 5.02(b)(vii); *provided* that no such Lien shall extend to or cover any Collateral or assets other than the property subject to such Capitalized Leases.

(b) Debt. Subject to Section 5.02(t), create, incur, assume or suffer to exist, or permit any of its Subsidiaries to create, incur, assume or suffer to exist, any Debt, except:

(i) Debt under the Loan Documents;

(ii) Pre-Petition Debt;

(iii) [Reserved];

(iv) Debt secured by Liens permitted by Section 5.02(a)(iv) not to exceed in the aggregate, when taken together with any outstanding Debt permitted to be incurred pursuant to Section 5.02(b)(vii), $25,000,000 at any time outstanding;

(v) to the extent constituting Debt, payment or guaranty obligations under any Commodity Hedge and Power Sale Agreements to the extent permitted under Section 5.02(l);

(vi) Debt owed to any Loan Party, which Debt shall (x) constitute Pledged Debt, (y) be on terms reasonably acceptable to the Administrative Agent and (z) be otherwise permitted under Section 5.02(f);

(vii) (x) Capitalized Leases not to exceed in the aggregate, when taken together with any outstanding Debt permitted to be incurred pursuant to Section 5.02(b)(iv), $25,000,000 at any time outstanding, and (y) in the case of Capitalized Leases to which any Subsidiary of the Borrower is a party, Debt of the Borrower of the type described in clause (e) of the definition of "***Debt***" guaranteeing the Obligations of such Subsidiary under such Capitalized Leases;

(viii) to the extent constituting Debt, Debt in respect of performance bonds, bid bonds, appeal bonds, surety bonds, completion guarantees, indemnification obligations, obligations to pay insurance premiums, take or pay obligations and similar obligations incurred in the ordinary course of business and not in connection with Debt for Borrowed Money;

(ix) other unsecured Debt of the other Loan Parties in an aggregate amount not to exceed $5,000,000 at any one time outstanding; provided that not more than $5,000,000 in the aggregate of such unsecured Debt under this Section 5.02(b)(ix) in the aggregate may be repaid by the Loan Parties following the DIP Effective Date;

(x) other unsecured Debt of the Loan Parties issued in settlement of delinquent obligations of the Loan Parties or disputes between the Loan Parties and other Persons under Contractual Obligations of the Loan Parties (other than in respect of Debt); and

(xi) Guaranteed Debt of any Loan Party in respect of any Debt otherwise permitted to be incurred under this Section 5.02(b).

(c) Change in Nature of Business. Make, or permit any of its Subsidiaries to make, any material change in the nature of its business as carried on at the date hereof (other than giving effect to the Harquahala Reorganization).

(d) Mergers, Etc. Merge into or consolidate with any Person or permit any Person to merge into it, or permit any of its Subsidiaries to do so, except as occasioned by the Chapter 11 Cases pursuant to an Acceptable Plan.

(e) Sales, Etc. of Assets. Without the prior written consent of the Required Lenders, which consent may be granted or withheld in each applicable Lender's sole and absolute discretion, sell, lease, transfer or otherwise dispose of, or permit any of its Subsidiaries to sell, lease, transfer or otherwise dispose of, any assets, or grant any option or other right to purchase, lease or otherwise acquire, or permit any of its Subsidiaries to grant any option or other right to purchase, lease or otherwise acquire, any assets, except:

(i) sales of (or the granting of any option or other right to purchase, lease or otherwise acquire) power, natural gas, fuel, capacity or ancillary services or other inventory in the ordinary course of such Person's business;

(ii) sales, transfers or other dispositions in the ordinary course of its business of Property that is surplus (excluding surplus land owned by Harquahala or related to the Harquahala Project, unless the Administrative Agent shall have given its prior written consent to such sale or disposition, which consent may be granted or withheld in the Administrative Agent's sole and absolute discretion), obsolete, defective, worn-out, damaged, or that individually or in the aggregate is not reasonably necessary for the continued operation of any Project, which, in the case of any such sale, transfer or disposition exceeding $1,000,000.00 in value, shall be so certified by a Responsible Officer of the Borrower and agreed by the Administrative Agent;

(iii) the liquidation, sale or use of Cash and Cash Equivalents;

(iv) sales, transfers or other dispositions of assets (other than assets (including the Harquahala Facility (as defined in the Harquahala Reorganization Annex)) described in the Harquahala Reorganization Annex) among Loan Parties; and

(v) sales of:

(A) without limitation on any sale permitted under clause (B) below, (I) all, but not less than all, of the Equity Interest in or (II) all or substantially all, but not less than substantially all, of the Property of, in each

case, any Project Company (other than Harquahala), including to a special purpose vehicle owned by one or more Persons other than the Loan Parties, so long as (1) the Net Cash Proceeds received by the Borrower and the Guarantors in respect of such sale are not less than the Floor Amount in respect of such Project Company, (2) the purchase price for such sale shall be paid solely in Cash, and (3) the Loan Parties shall have terminated or transferred to the buyer or another unaffiliated third party any Commodity Hedge and Power Sale Agreement relating to the Project that is the subject of the sale, only to the extent that such Commodity Hedge and Power Sale Agreement relates solely to the Project that is the subject of the sale; and

(B) solely in the case of Harquahala, the Harquahala Reorganization;

provided, that, other than as permitted under Section 5.02(e)(v), the Borrower may not engage in any Asset Sales unless the proceeds thereof are applied to prepay the Pre-Petition First Lien Obligations pursuant to and in the manner set forth in the Security Deposit Agreement and *provided*, *further*, notwithstanding the foregoing, other than as permitted under Section 5.02(e)(v), that the Borrower may not sell an undivided interest in any Project or Project Company without the prior written consent of the Required Lenders, which consent may be given or withheld by the Required Lenders in their sole and absolute discretion. For the avoidance of doubt, except as the result of any Asset Sale permitted pursuant to this Section 5.02(e), the Borrower shall not fail to hold, directly or indirectly, 100% of the Equity Interests in each of the Project Companies; *provided*, *however*, that for the sale of the last Project remaining as Collateral, the Net Cash Proceeds of such sale must be sufficient to permit the Borrower to immediately satisfy all the conditions of a Repayment Event hereunder and a Pre-Petition First Lien Repayment Event, in which case the applicable threshold stated in the definition of "Floor Amount" will not apply in respect of such sale.

(f) Investments in Other Persons. Make or hold, or permit any of its Subsidiaries to make or hold, any Investment in any Person, except:

(i) Investments by and among Loan Parties in other Loan Parties;

(ii) Investments by the Borrower and its Subsidiaries in (A) Cash and Cash Equivalents, (B) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) or obligations the timely payment of the principal and interest on which are fully guaranteed by the United States of America and (C) certificates of deposit fully insured by the Federal Deposit Insurance Corporation in national, state or foreign commercial banks whose outstanding long term debt is rated at least A or the equivalent by S&P or Moody's;

(iii) to the extent constituting Investments, Investments in contracts and agreements (including, without limitation, Commodity Hedge and Power Sale

Agreements and interest rate Hedge Agreements), including prepaid deposits and expenses thereunder, to the extent permitted under the Loan Documents;

(iv) Investments received in connection with the bankruptcy or reorganization of suppliers or customers and in settlement of delinquent obligations of, and other disputes with, customers arising in the ordinary course of business;

(v) Investments in the Accounts and Counterparty Collateral Accounts, and Investments permitted pursuant to Section 5.02(f)(ii) on deposit in or credited to the Accounts, or other accounts permitted under the Loan Documents; and

(vi) loans and advances to officers, directors and employees of any Loan Party for reasonable and customary business related travel expenses, moving expenses and similar expenses incurred in the ordinary course of business of such Loan Party in an aggregate principal amount at any time outstanding not exceeding $1,000,000.

(g) Restricted Payments. Declare or pay any dividends, purchase, redeem, retire, defease or otherwise acquire for value any of its Equity Interests now or hereafter outstanding, return any capital to its stockholders, partners or members (or the equivalent Persons thereof) as such, make any distribution of assets, Equity Interests, obligations or securities to its stockholders, partners or members (or the equivalent Persons thereof) as such, or permit any of its Subsidiaries to do any of the foregoing, or permit any of its Subsidiaries to purchase, redeem, retire, defease or otherwise acquire for value any Equity Interests in the Borrower, except that any Subsidiary of the Borrower may (A) declare and pay Cash dividends to the Borrower or to any Loan Party of which it is a Subsidiary (to the extent permitted under, or necessary to give effect to or facilitate, the making of a payment permitted to be made by the Borrower pursuant to, the Approved Budget) and (B) accept capital contributions from its parent to the extent permitted under Section 5.02(f)(i).

(h) Amendments of Constitutive Documents. Amend, or permit any of its Subsidiaries to amend, its limited liability company agreement, limited partnership agreement or other constitutive documents, other than amendments occasioned by the Chapter 11 Cases pursuant to an Acceptable Plan and amendments in respect of the constitutive documents of the Borrower that could not be reasonably expected to have a Material Adverse Effect.

(i) Accounting Changes. Make or permit, or permit any of its Subsidiaries to make or permit, any change in (i) accounting policies or reporting practices, except, with prior written notice to the Administrative Agent, as permitted by GAAP, or (ii) Fiscal Year.

(j) Prepayments, Etc., of Debt. Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner, or make any payment in violation of any subordination terms of, any Debt that is expressly subordinated to the Obligations hereunder, or that is secured and the Liens securing such

Debt rank behind the Liens created by the Security Documents, or permit any of its Subsidiaries to do any of the foregoing, in each case, except to the extent permitted by: (A) the Interim Order or the Final Order (as applicable); (B) an Acceptable Plan or (C) the Approved Budget, subject to any Permitted Variance.

(k) Partnerships; Formation of Subsidiaries, Etc. (i) Except with respect to Millennium, become a general partner in any general or limited partnership or joint venture, or permit any of its Subsidiaries to do so or (ii) organize, or permit any Subsidiary to organize, any new Subsidiary.

(l) Speculative Transactions. Engage, or permit any of its Subsidiaries to engage, in any transaction involving commodity options or futures contracts or any similar transactions, other than Permitted Trading Activity (it being understood and agreed that all activities of the Loan Parties under the Energy Management Agreements are subject to this covenant).

(m) Capital Expenditures. Make, or permit any of its Subsidiaries to make:

(i) any Capital Expenditures for Maintenance, other than (A) Capital Expenditures for Maintenance that are contemplated by the Approved Budget (including pursuant to any Permitted Variance) or (B) Capital Expenditures for Maintenance in any period set forth below that, together with all other Capital Expenditures for Maintenance made by the Borrower and its Subsidiaries in any such period, do not exceed the amount set forth below for such period (the "***Base Capex Amount***"):

Fiscal Year	Base Capex Amount
2018	$0.00

(ii) any Capital Expenditures for Investment using funds from the Operating Account in excess of the amount set forth therefor in the Approved Budget without the prior written consent of the Administrative Agent, which consent may be granted or withheld in the Administrative Agent's sole and absolute discretion. For the avoidance of doubt, (x) for purposes of the Security Deposit Agreement, Capital Expenditures for Investment in excess of the amount set forth in the Approved Budget shall not be "Approved Capital Expenditures" (as defined in the Security Deposit Agreement) or "O&M Costs" unless the Administrative Agent's prior written consent (which may be granted or withheld in the Administrative Agent's sole and absolute discretion) shall have been obtained therefor and (y) the Borrower may make Capital Expenditures for Investment without restriction under this Section 5.02(m) so long as such Capital Expenditures for Investment are not made using funds from the Operating Account or any funds generated from the operation of the Projects.

(n) Amendment, Etc., of Material Contracts. Cancel or terminate any Material Contract or consent to or accept any cancellation or termination thereof, amend or otherwise modify any Material Contract, waive any default under or breach of any Material Contract, agree in any manner to any other amendment, modification, waiver or

change of any term or condition of any Material Contract, or permit any of its Subsidiaries to do any of the foregoing, unless (w) such cancellation, termination, amendment, modification, waiver or change could not reasonably be expected to have a Material Adverse Effect, (x) such Material Contract has been replaced as set forth in Section 6.01(m), (y) such Material Contract has expired in accordance with its terms in the ordinary course (and not related to any default thereunder) or (z) in the case of the IDA Lease, the Borrower obtains fee title to the Athens Project as set forth in Section 6.01(m).

(o) Regulatory Matters. Make or permit to be made any change in the upstream ownership of a Guarantor without first obtaining any necessary authorization under Section 203 of the FPA.

(p) Investments by Depositary. Direct or permit the Depositary to invest any funds on deposit in or credited to the Accounts under the Security Deposit Agreement to be invested in any Investments other than Investments permitted pursuant to Section 5.02(f)(ii).

(q) Excluded G&A Services. Permit any Loan Party to directly or indirectly incur any expense or other payment obligation related to, or otherwise directly or indirectly pay for (or otherwise assume any obligation to reimburse any of the G&A Services Providers) any Excluded G&A Services or any services that would constitute Excluded G&A Services if such services where performed by any of the G&A Services Providers; provided, that the incurrence of any expense or other payment obligation related to, or payment for (or assumption of any obligation to reimburse any of the G&A Services Providers) any Excluded G&A Services by any G&A Services Provider shall not constitute the "indirect" taking of such action by any Loan Party.

(r) Pre-Petition Payments and Amendments of Pre-Petition Facilities. Other than as permitted under (i) this Agreement, (ii) the Interim Order or the Final Order, as applicable (including the Approved Budget (subject to any Permitted Variance)), (iii) the Restructuring Support Agreement, (iv) an Acceptable Plan or (v) otherwise with the prior written consent of the Administrative Agent, direct or permit to be made (a) any Pre-Petition Payment other than Pre-Petition Payments authorized by the Bankruptcy Court in accordance with orders entered on or prior to the date hereof or other orders of the Bankruptcy Court entered with the consent of (or non-objection by) the Administrative Agent or (b) any waiver, amendment, supplement, modification, termination or release of the provisions of any material Pre-Petition Debt (including, without limitation, the Pre-Petition Loan Documents); provided that, notwithstanding the foregoing, fees and expenses payable under an Acceptable Plan, in respect of the Adequate Protection Obligations (as defined in the Interim Order or the Final Order, as applicable), and the Restructuring Support Agreement shall at all times be permitted.

(s) Use of Proceeds. Except as otherwise permitted in the Financing Orders (including the Approved Budget), direct or permit any of its Subsidiaries to, directly or indirectly, use proceeds of the DIP Facility or any Collateral (including cash collateral) to:

(i) investigate or pursue any claims, causes of action, defenses, counterclaims, litigation or discovery against the Agents, any of the Lenders, the Pre-Petition First Lien Administrative Agent or the Pre-Petition First Lien Lenders (or their respective agents, professionals, employees, officers, subsidiaries, Affiliates or other similar Persons); or

(ii) pay any or all claims for fees and expenses of any other person or entity in connection with the investigation of, the assertion of or joinder in any claim, cause of action, counterclaim, action, proceeding, application, litigation, motion, objection, defense or other contested matter, the purpose of which is to seek or the result of which would be to obtain any order, judgment, determination, declaration or similar relief: (x) invalidating, setting aside, avoiding, recharacterizing or subordinating, in whole or in part, any claim, indebtedness, liens and/or security interests of the Administrative Agent, any of the Lenders, any of the Pre-Petition First Lien Administrative Agent or any of the Pre-Petition First Lien Lenders; (y) objecting to or commencing any action that prevents or affirmatively delays the exercise by the Administrative Agent, any of the Lenders, the Pre-Petition First Lien Administrative Agent or the Pre-Petition First Lien Lenders of any of their respective rights and remedies under any agreement or document or the Interim Order or the Final Order; or (z) seeking any affirmative legal or equitable remedy against the Administrative Agent, any of the Lenders, the Pre-Petition First Lien Administrative Agent or the Pre-Petition First Lien Lenders (or their respective agents, professionals, employees, officers, subsidiaries, Affiliates or other similar Persons).

(t) Final Bankruptcy Court Order; Administrative Priority; Lien Priority; Payments of Claims. Except as otherwise expressly permitted by this Agreement, the Restructuring Support Agreement, an Acceptable Plan, the Interim Order or the Final Order, as applicable, neither the Borrower nor any other Loan Party will:

(i) at any time, seek or consent to any reversal, modification, amendment, stay or vacatur of (i) the Interim Order or (ii) the Final Order;

(ii) notwithstanding Section 5.02(b), at any time, seek or consent to a priority for any administrative expense or unsecured claim against the Borrower or any other Loan Party (now existing or hereafter arising) of any kind or nature whatsoever, including, without limitation, any administrative expenses of the kind specified in, or arising or ordered under, Sections 105(a), 326, 328, 330, 331, 503(b), 506(c), 507, 546(c), 726, 1113 and 1114 of the Bankruptcy Code equal or superior to the priority of the Secured Parties' in respect of the Obligations, except as provided in Section 2.16(a);

(iii) notwithstanding Section 5.02(a), incur, request authority to incur, or seek authorization to borrow money secured by, any Liens on Collateral that

have priority status under the Bankruptcy Code senior or *pari passu* with the Liens granted to the Secured Parties or to the Pre-Petition First Lien Secured Parties pursuant to the Security Documents, the Pre-Petition First Lien Collateral Documents and the Interim Order or the Final Order (as the case may be) until the discharge of all Obligations and all Pre-Petition First Lien Obligations owed to the Pre-Petition First Lien Secured Parties pursuant to the Pre-Petition First Lien Loan Documents, including, without limitation, (A) any Obligations arising as a result of any adequate protection provided to the Secured Parties under the Interim Order or the Final Order (as the case may be) and (B) any Pre-Petition First Lien Obligations arising as a result of any adequate protection provided to the Pre-Petition First Lien Secured Parties under the Interim Order or the Final Order (as the case may be);

(iv) prior to the occurrence of a Repayment Event, (i) pay any administrative expense claims of the Borrowers except (A) the Obligations then due and payable hereunder or (B) other administrative expense and professional claims then due and payable in the ordinary course of the business of the Borrowers or the Chapter 11 Cases, or otherwise authorized by the Bankruptcy Court, in each case to the extent and having the order of priority set forth in the Interim Order or the Final Order (as applicable) or (ii) file with the Bankruptcy Court any alternative debtor-in-possession financing proposal that does not provide for the Obligations and the Pre-Petition First Lien Obligations to be paid in Cash in full and for the Commitments to be cancelled and terminated; and

(v) seek or consent to a sale of a material portion of the Collateral unless (i) permitted by Section 5.02(e) or (ii) all of the Obligations and the Pre-Petition First Lien Obligations are to be paid (or repaid) in Cash in full and all Commitments are to be cancelled and terminated by application of the proceeds thereof pursuant to an Acceptable Plan.

(u) Tax Sharing Agreements.

(i) Make, or permit any of its Subsidiaries to make, any payment, reimbursement or distribution to any Affiliate in respect of any tax sharing agreement entered into prior to the date hereof, including that certain Amended and Restated Tax Allocation Agreement, effective as of December 31, 2015, by and among Talen Energy Corporation and all the Affiliates of Talen Energy Corporation (the "***Tax Sharing Agreement***").

(ii) Enter into any tax sharing agreement with any Affiliate.

SECTION 5.03. Reporting Requirements. Until a Repayment Event has occurred, the Borrower will furnish to the Agents:

(a) Default Notice. As soon as possible and in any event within five days after the Borrower obtains knowledge thereof (each such notice, a "***Default Notice***"):

(i) the occurrence of each Default or any event, development or occurrence reasonably likely to have a Material Adverse Effect or to materially

impair or interfere with the operations of any Project Company, a written statement of a Responsible Officer of the Borrower setting forth details of such Default, event, development or occurrence and the action that the Borrower has taken and proposes to take with respect thereto; and

(ii) any breach or default, any allegation of breach or default, or any event, development or occurrence under the IDA Lease, the PILOT Documents, the Millennium Lease or, only to the extent such breach or default, or allegation thereof is reasonably likely to have a Material Adverse Effect (or to materially impair or interfere with the operations of any Project Company), any other Material Contract, a written statement of an officer of the Borrower setting forth details of such breach, default, allegation, event, development or occurrence and the action that the Borrower has taken and proposes to take with respect thereto.

(b) Annual Financials. As soon as available and in any event within 135 days after the end of each Fiscal Year, a copy of the annual audit report for such year for the Borrower and its Subsidiaries, including therein a Consolidated balance sheet of the Borrower and its Subsidiaries as of the end of such Fiscal Year and a Consolidated statement of income and a Consolidated statement of cash flows of the Borrower and its Subsidiaries for such Fiscal Year, in each case accompanied by (i) an opinion as to such audit report of independent public accountants of recognized standing who are acceptable to the Administrative Agent and (ii) a certificate of a Responsible Officer of the Borrower (A) certifying such financial statements as having been prepared in accordance with GAAP and (B) stating that no Default has occurred and is continuing or, if a Default has occurred and is continuing, a statement as to the nature thereof and the action that the Borrower has taken and proposes to take with respect thereto.

(c) Quarterly Financials. As soon as available and in any event within (i) 60 days after the end of each of the first three quarters of each Fiscal Year and (ii) 75 days after the end of the fourth quarter of each Fiscal Year, a Consolidated balance sheet of each of the Borrower and its Subsidiaries as of the end of such quarter and a Consolidated statement of income of the Borrower for the period commencing at the end of the previous Fiscal Quarter and ending with the end of such Fiscal Quarter and a Consolidated statement of income of the Borrower for the period commencing at the end of the previous Fiscal Year and ending with the end of such quarter, setting forth in each case in comparative form the corresponding figures for the corresponding date or period of the preceding Fiscal Year, all in reasonable detail and duly certified (subject to normal year-end audit adjustments) by a Responsible Officer of the Borrower as having been prepared in accordance with GAAP, together with a certificate of said officer stating that no Default has occurred and is continuing or, if a Default has occurred and is continuing, a statement as to the nature thereof and the action that the Borrower has taken and proposes to take with respect thereto.

(d) Variance Report and Approved Budget. (i) The Budget Reconciliation and Other Reporting Obligations, each as defined in (and on the terms set forth in) the Interim Order or the Final Order, as applicable, and (ii) on the third to last Business Day of each month, an updated Approved Budget (for the 13-week period commencing with the first Business Day of the immediately succeeding month); it being understood and

agreed that each Approved Budget shall be consistent with the immediately preceding Approved Budget and otherwise in form and substance reasonably satisfactory to the Administrative Agent.

(e) Chapter 11 Cases Filings. Except to the extent previously provided to counsel for the Consenting Lenders pursuant to the Restructuring Support Agreement, (i) draft copies of all "first day" motions, applications, and other documents that any Loan Party intends to file with the Bankruptcy Court at least four (4) calendar days prior to filing (or as soon thereafter as is reasonably practicable under the circumstances) and (ii) draft copies of all other material pleadings any Loan Party intends to file with the Bankruptcy Court at least three (3) calendar days prior to filing such pleading to the extent practicable.

(f) Litigation. Promptly after the commencement thereof, notice of all actions, suits, litigation and proceedings before any Governmental Authority of the type described in Section 4.01(g).

(g) Agreement Notices; Etc.

(i) Promptly upon execution thereof, copies of any Material Contract entered into by any Loan Party after the date hereof;

(ii) promptly (but in any event within 10 days) following any Loan Party's entering into of any Material Contract after the date hereof, a Consent and Agreement substantially in the form of Exhibit D-1 or Exhibit D-2, as applicable, in respect of such Material Contract; and

(iii) promptly upon execution thereof, copies of any amendment, modification or waiver of any provision of any Pre-Petition First Lien Loan Document or any Material Contract.

(h) ERISA.

(i) ERISA Events and ERISA Reports. (A) Promptly and in any event within 10 Business Days after any Loan Party or any ERISA Affiliate knows or has reason to know that any ERISA Event has occurred that could reasonably be expected to result in liability in excess of $5,000,000, a statement of a Responsible Officer of the Borrower describing such ERISA Event and the action, if any, that such Loan Party or such ERISA Affiliate has taken and proposes to take with respect thereto and (B) on the date any records, documents or other information must be furnished to the PBGC with respect to any Plan pursuant to Section 4010 of ERISA, a copy of such records, documents and information within 10 Business Days.

(ii) Plan Terminations. Promptly and in any event within ten Business Days after receipt thereof by any Loan Party or any ERISA Affiliate, copies of each notice from the PBGC stating its intention to terminate any Plan or to have a trustee appointed to administer any Plan.

(iii) Multiemployer Plan Notices. Promptly and in any event within ten Business Days after receipt thereof by any Loan Party or any ERISA Affiliate from the sponsor of a Multiemployer Plan, copies of each notice concerning (A) the imposition of Withdrawal Liability that could reasonably be expected to result in liability in excess of $5,000,000 by any such Multiemployer Plan, (B) the reorganization or termination, within the meaning of Title IV of ERISA, of any such Multiemployer Plan that could reasonably be expected to result in liability in excess of $5,000,000 or (C) the amount of liability incurred, or that may be incurred, by such Loan Party or any ERISA Affiliate in connection with any event described in clause (A) or (B).

(i) Environmental Conditions. Promptly after the assertion or occurrence thereof, notice of any Environmental Action against or of any noncompliance known to the Borrower by any Loan Party or any of its Subsidiaries with any Environmental Law or Environmental Permit that could (i) reasonably be expected to have a Material Adverse Effect (or to materially impair or interfere with the operations of any Project Company) or (ii) cause any property described in the Pre-Petition First Lien Mortgages to be subject to any restrictions on ownership or transferability, or subject to any material Lien, under any Environmental Law.

(j) Real Property. To the extent there have been any changes during the preceding Fiscal Year, as soon as available and in any event within 30 days after the end of each Fiscal Year, a report supplementing Schedules 4.01(r) and 4.01(s) hereto, including an identification of all owned and leased real property disposed of by the Borrower or any of its Subsidiaries during such Fiscal Year, a list and description (including the street address, county or other relevant jurisdiction, state, record owner, and, in the case of leases of property, lessor and lessee thereof) of all real property acquired or leased during such Fiscal Year and a description of such other changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete.

(k) Insurance.

(i) Promptly after the Borrower gains knowledge of the occurrence thereof, a report summarizing any changes in the insurance coverage of the Borrower and its Subsidiaries resulting from a change in the insurance markets of the type described in Section 2 of Schedule 5.01(d).

(ii) Promptly after the occurrence thereof, notice of any Casualty Event or Event of Eminent Domain affecting any Loan Party, whether or not insured, through fire, theft, other hazard or casualty involving a probable loss of $4,000,000 or more. Promptly after receipt thereof, copies of any cancellation or receipt of written notice of threatened cancellation of any property damage insurance required to be maintained under Section 5.01(d).

(l) Other Information. Such other information respecting the business, condition (financial or otherwise), operations, performance, properties or prospects of any Loan Party or any of its Subsidiaries as any Agent, or any Lender through the Administrative Agent, may from time to time reasonably request.

ARTICLE VI

EVENTS OF DEFAULT

SECTION 6.01. Events of Default. Except for the filing of the Chapter 11 Cases and any of the following resulting from obligations hereunder with respect to which the Interim Order or the Final Order (as applicable) prohibits any Loan Party from complying, if any of the following events ("***Events of Default***") shall occur and be continuing:

(a) Payment Defaults. (i) the Borrower shall fail to pay any principal of any DIP Loan when the same shall become due and payable, (ii) the Borrower shall fail to pay any interest on any DIP Loan within three Business Days after the same shall become due and payable, or (iii) any Loan Party shall fail to make any other payment under any Loan Document, in each case under this clause (iii) within ten Business Days after the same shall become due and payable and notice thereof from the Agent shall have been delivered;

(b) Misrepresentation. any representation or warranty made by any Loan Party (or any of its officers) under or in connection with any Loan Document shall prove to have been incorrect in any material respect when made; *provided*, *however*, that if (i) such Loan Party was not aware that such representation or warranty was false or incorrect at the time such representation or warranty was made, (ii) the fact, event or circumstance resulting in such false or incorrect representation or warranty is capable of being cured, corrected or otherwise remedied and (iii) such fact, event or circumstance resulting in such false or incorrect representation or warranty shall have been cured, corrected or otherwise remedied, within 60 days from the date on which the Borrower or any officer thereof first obtains knowledge thereof such that such incorrect or false representation or warranty (as cured, corrected or remedied) could not reasonably be expected to result in a Material Adverse Effect, then such incorrect or false representation or warranty shall not constitute a Default or Event of Default; *provided*, *further*, that, notwithstanding anything herein to the contrary, the existence of (A) any account that is not permitted under the terms of Section 9(f) of the Pre-Petition First Lien Security Agreement or (B) the Utility Deposit Account shall not, so long as such account is otherwise permitted under Section 4.01(u) of this Agreement, constitute a breach of any representation or warranty, covenant or agreement, or constitute a Default or Event of Default under this Agreement or any other Loan Document;

(c) Certain Covenants. the Borrower or any other Loan Party (as applicable) shall fail to perform or observe any term, covenant or agreement contained in Section 2.13, 2.16, 5.01(d), (e), (i), (l) and (p), 5.02 or Section 5.03(a), (d) or (e);

(d) Other Covenants. any Loan Party shall fail to perform or observe any other term, covenant or agreement contained in any Loan Document on its part to be performed or observed if such failure shall remain unremedied for 30 days after the earlier of the date on which (i) any Responsible Officer of a Loan Party becomes aware of such failure or (ii) written notice thereof shall have been given to the Borrower by any Agent or any Lender;

(e) Cross Default. (i) any Loan Party or any of its Subsidiaries shall fail to pay any principal of, premium or interest on or any other amount payable in respect of (A) any Debt of such Loan Party or such Subsidiary (as the case may be) that is outstanding in a principal amount (or, in the case of any Hedge Agreement or Commodity Hedge and Power Sale Agreement, an Agreement Value) of at least $25,000,000 either individually or in the aggregate for all such Loan Parties and Subsidiaries (but excluding Debt outstanding hereunder) or (B) any Energy Management Agreement that has a Liability Amount of at least $25,000,000, in each case, when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt or Energy Management Agreement; or any other event shall occur or condition shall exist under any agreement or instrument relating to any such Debt and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such event or condition is to accelerate, or to permit the acceleration of, the maturity of such Debt or otherwise to cause, or to permit the holder thereof to cause, such Debt to mature; or any such Debt shall be declared to be due and payable or required to be prepaid or redeemed (other than by a regularly scheduled required prepayment or redemption), purchased or defeased, or an offer to prepay, redeem, purchase or defease such Debt shall be required to be made, in each case prior to the stated maturity thereof except to the extent such "Event of Default" is caused by the commencement of the Chapter 11 Cases, the solvency of the Loan Parties, the Loan Parties entering into the Restructuring Support Agreement and the implementation of the transactions thereunder or by complying with an inconsistent obligation under this Agreement or (ii) the failure of the Borrower to indemnify any Beal Bank Indemnitee (as defined in the Harquahala Reorganization Annex) for any indemnification obligations owed pursuant to Article 7 of the Harquahala Reorganization Annex; provided, that if the Borrower is disputing its liability with respect to any such indemnification obligations, such failure shall not constitute an Event of Default hereunder until such indemnification obligations are determined to be owed by the Borrower as found in a final, non-appealable judgment by a court of competent jurisdiction;

(f) [Reserved];

(g) Judgments. any final Post-Petition judgments or Post-Petition orders, either individually or in the aggregate, for the payment of money in excess of (i) $5,000,000, in the case of judgments or orders that are superior in right of payment to any Obligation under this Agreement, or (ii) $25,000,000, in the case of any other judgment or order, in each case (to the extent not stayed pursuant to Section 362 of the Bankruptcy Code), shall be rendered against any Loan Party or any of its Subsidiaries by one or more Governmental Authorities, arbitral tribunals or other bodies having jurisdiction against such Loan Party and either (x) enforcement proceedings shall have been commenced by any creditor upon such judgment or order or (y) there shall be any period of 60 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect or such judgment or order has not been otherwise discharged or satisfied within such 60 day period; and *provided, however*, that any such judgment or order shall not give rise to an Event of Default under

this Section 6.01(g) if and for so long as (A) the amount of such judgment or order in excess of the thresholds listed above is covered by a valid and binding policy of insurance in favor of such Loan Party or Subsidiary from an insurer that is rated at least "A" "X" by A.M. Best Company, which policy covers full payment thereof and (B) such insurer has been notified, and has not denied the claim made for payment, of the amount of such judgment or order;

(h) Non-Monetary Judgments. any non-monetary Post-Petition judgment or order shall be rendered against any Loan Party or any of its Subsidiaries that could reasonably be expected to have a Material Adverse Effect, and there shall be any period of 60 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect;

(i) Invalidity. any provision of any Loan Document after delivery thereof pursuant to Section 3.01 or 5.01(j) shall for any reason (except as a result of acts or omissions of the Secured Parties or pursuant to the terms thereof) cease to be valid and binding on or enforceable against any Loan Party to it, or any such Loan Party shall so state in writing;

(j) Collateral. any Security Document or financing statement after delivery thereof shall for any reason (other than pursuant to the terms thereof) cease to create a legal, valid, enforceable and perfected lien on and security interest in the Collateral purported to be covered thereby in accordance with the priorities specified therein and by the Interim Order and the Final Order;

(k) Change of Control. a Change of Control shall occur;

(l) ERISA Event.

(i) any ERISA Event shall have occurred with respect to a Plan and the sum (determined as of the date of occurrence of such ERISA Event) of the Insufficiency of such Plan and the Insufficiency of any and all other Plans with respect to which an ERISA Event shall have occurred and then exist (or the liability of the Loan Parties and the ERISA Affiliates related to such ERISA Event) exceeds $10,000,000;

(ii) any Loan Party or any ERISA Affiliate shall have been notified by the sponsor of a Multiemployer Plan that it has incurred Withdrawal Liability to such Multiemployer Plan in an amount that, when aggregated with all other amounts required to be paid to Multiemployer Plans by the Loan Parties and the ERISA Affiliates as Withdrawal Liability (determined as of the date of such notification), exceeds $5,000,000 or requires payments exceeding $5,000,000 *per annum*; or

(iii) any Loan Party or any ERISA Affiliate shall have been notified by the sponsor of a Multiemployer Plan that such Multiemployer Plan is in reorganization or is being terminated, within the meaning of Title IV of ERISA, and as a result of such reorganization or termination the aggregate annual contributions of the Loan Parties and the ERISA Affiliates to all Multiemployer

Plans that are then in reorganization or being terminated have been or will be increased over the amounts contributed to such Multiemployer Plans for the plan years of such Multiemployer Plans immediately preceding the plan year in which such reorganization or termination occurs by an amount exceeding $10,000,000;

(m) Material Contracts. (i) any Material Contract shall at any time cease to be valid and binding or in full force and effect (in each case, except in connection with its expiration in accordance with its terms in the ordinary course (and not related to any default thereunder) or as a result of the commencement of the Chapter 11 Cases or the solvency of the Loan Parties) or (ii) any Loan Party shall default in any material respect in the performance or observance of any covenant or agreement contained in any Material Contract to which it is a party and such default has continued beyond any applicable grace period specified therein (other than any default caused as a result of the commencement of the Chapter 11 Cases, the solvency of the Loan Parties or the Loan Parties entering into the Restructuring Support Agreement and the implementation of the transactions thereunder and as to which defaults (if any) the relevant counterparty(ies) to such Material Contract cannot exercise remedies except any remedies permitted under the safe-harbor provisions of the Bankruptcy Code), and in the case of (i) or (ii), such event could reasonably be expected to have a Material Adverse Effect or to have an adverse impact on the value of the Collateral in excess of an amount equal to (A) $50,000,000 *multiplied by* (B) an amount equal to (I) one *minus* (II) an amount equal to (1) the sum of the Floor Amounts for each Project or Project Company that has been transferred pursuant to an Asset Sale, if any (and for the avoidance of doubt, if no Asset Sales have occurred, this sum shall be equal to zero), *divided by* (2) $1,050,000,000, unless within 120 days of such termination or default, the applicable Loan Party replaces such Material Contract with a replacement agreement (x) similar in scope to and on terms not materially less favorable to the relevant Loan Party, the relevant Project and the Lenders than the Material Contract being replaced or (y) in form and substance reasonably satisfactory to the Administrative Agent, and in each case with a counterparty of comparable or better standing in the applicable industry; *provided* that if at any time during such 120 day grace period the Administrative Agent reasonably determines that the applicable Loan Party is not diligently seeking to replace the applicable Material Contract, an Event of Default shall immediately occur; and *provided*, *further*, that to the extent the IDA Lease is terminated, no Default or Event of Default shall occur to the extent that concurrently therewith the Borrower obtains fee title to the Athens Project and grants to the Collateral Agent (or the Collateral Agent is otherwise granted) a mortgage in respect thereof as set forth in Section 5.01(j) and no Material Adverse Effect results from the termination of the IDA Lease;

(n) RSA Termination Event or Talen/Company Walkaway. the occurrence of an RSA Termination Event or a Talen/Company Walkaway;

(o) Dismissal or Conversion of Chapter 11 Cases. the Chapter 11 Cases shall be dismissed (which dismissal does not require as a condition to such dismissal the termination of the Lenders' Commitments and the payment in full in Cash of all Obligations and all Pre-Petition First Lien Obligations and is not otherwise reasonably satisfactory to the Administrative Agent and the Required Lenders) or converted to a case under Chapter 7 of the Bankruptcy Code; the Loan Parties shall file a motion or other

pleading seeking the dismissal or conversion of the Chapter 11 Cases under Section 1112 of the Bankruptcy Code or otherwise; a trustee under Chapter 7 or Chapter 11 of the Bankruptcy Code, a responsible officer or an examiner with expanded powers under Section 1104 of the Bankruptcy Code (powers beyond those set forth in Sections 1106(a)(3) and (4) of the Bankruptcy Code) shall be appointed or elected in the Chapter 11 Cases or any Loan Party applies for, consents to, supports or acquiesces in or fails to promptly oppose any such appointment, or the Bankruptcy Court shall have entered an order providing for such appointment, in each case without the prior written consent of the Administrative Agent; the board of directors or board of managers, as applicable, of one or more of the Loan Parties shall authorize a liquidation of any Loan Party's business; or an application shall be filed by the Loan Parties for the approval of any other administrative expense claim, including any Superpriority Claim, in the Chapter 11 Cases which is senior to the claims of the Lenders against the Loan Parties hereunder or under the Financing Orders or any of the other Loan Documents (other than the Carve-Out, which shall be paid by the Loan Parties at the times and in the amounts permitted by the Financing Orders) if it is not used to repay the Obligations in full in Cash and the Pre-Petition First Lien Obligations in full in Cash, or there shall arise or be granted any such senior administrative expense claim, including any Superpriority Claim;

(p) Relief from Automatic Stay. except as provided in the Financing Orders, the Bankruptcy Court shall enter an order or orders granting relief from the automatic stay applicable under Section 362 of the Bankruptcy Code pertaining to the Collateral to the holder or holders of any security interest to (i) permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on any assets of the Loan Parties that have a value in excess of $5,000,000 in the aggregate or (ii) permit other actions that would have a Material Adverse Effect;

(q) Orders. other than as expressly permitted by (w) this Agreement, (x) the Interim Order or the Final Order, as applicable (including the Approved Budget, subject to any Permitted Variance), (y) the Restructuring Support Agreement, or (z) an Acceptable Plan:

(i) the Final Order shall not have been entered on or prior to the date that is 30 days after the Petition Date;

(ii) an order of the Bankruptcy Court shall be entered reversing, amending, supplementing, staying for a period of 10 days or more, vacating or otherwise amending or modifying the Interim Order or the Final Order (as applicable), or any Loan Party shall apply for authority to do so, or fail to promptly oppose entry of such an order, without the prior written consent of the Administrative Agent;

(iii) an order with respect to the Chapter 11 Cases shall be entered by the Bankruptcy Court without the express prior written consent of the Lenders to permit any administrative expense or any claim (now existing or hereafter arising, of any kind or nature whatsoever) to have administrative priority as to the Loan Parties equal or superior to the priority of the Secured Parties in respect of the Obligations;

(iv) an order of the Bankruptcy Court shall be entered permitting the grant of a Lien on the Collateral except Permitted Liens or as otherwise created or permitted under the terms of the Financing Orders and the other Loan Documents;

(v) the Interim Order or the Final Order (as applicable) shall cease to create a valid and perfected first priority Lien (subject to Liens expressly permitted pursuant to Section 5.02(a) or any Senior Third Party Liens) on the Collateral or otherwise cease to be valid and binding and in full force and effect;

(vi) any of the Loan Parties shall fail to comply with any material provision (or any provision in such a way as is materially adverse to the interests of the Secured Parties) of the Interim Order or the Final Order (as applicable);

(vii) any Loan Party shall seek any modification of the Interim Order or the Final Order (as applicable) without the prior express written consent of the Required Lenders, or assert in any pleading filed in any court that any material provision of the Interim Order or the Final Order (as applicable) is not valid and binding for any reason or otherwise modifying the Interim Order or the Final Order (as applicable) in a manner adverse to the Secured Parties;

(viii) the period provided by Section 1121 of the Bankruptcy Code for the Loan Parties' exclusive right to file a plan shall expire or terminate other than in connection with the Lenders' exercise of the First Lien Step-In Right;

(ix) if any Loan Party is enjoined, restrained or in any way prevented by order of a court of competent jurisdiction that has not been stayed from continuing or conducting all or any material part of its business or affairs;

(x) any final, non-appealable order is entered in any of the Chapter 11 Cases charging any of the Collateral under Section 506(c) of the Bankrupty Code against the Lenders or the commencement of other actions by the Loan Parties that challenge the rights and remedies of any of the Agents or the Lenders under, or that is inconsistent with, the Financing Orders or any of the other Loan Documents, in any of the Chapter 11 Cases;

(xi) without the prior written consent of the Required Lenders, any Loan Party shall file a motion seeking, or take any action supporting a motion seeking, or the Bankruptcy Court shall enter an order in any of the Chapter 11 Cases authorizing, financing under Section 364 of the Bankruptcy Code, other than the DIP Facility; or

(xii) any Loan Party (or any direct or indirect parent of any Loan Party) or any person claiming by or through any of the foregoing, shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against the Agent or any of the Lenders regarding the Loan Documents, unless such suit or other proceeding is in connection with the enforcement of the Loan Documents against any of the Agent or Lenders;

(r) Pre-Petition Payments. the Borrower shall make (or shall have made) any Pre-Petition Payment, other than (i) Pre-Petition Payments authorized by the Bankruptcy Court in the Financing Orders (including the Approved Budget (subject to any Permitted Variance)), any "first day" orders entered in the Chapter 11 Cases or any other orders of the Bankruptcy Court entered with the consent of (or non-objection by) the Administrative Agent (and not otherwise prohibited by this Agreement or the Financing Orders), (ii) pursuant to an Acceptable Plan, (iii) pursuant to the Restructuring Support Agreement, or (iv) otherwise with the prior written consent of the Administrative Agent;

(s) Invalid Plan. a reorganization plan other than an Acceptable Plan shall be confirmed in any of the Chapter 11 Cases or shall be filed, proposed or supported by any Loan Party in any of the Chapter 11 Cases;

(t) Disgorgement. the Bankruptcy Court shall enter an order that has not been stayed avoiding or requiring disgorgement by the Secured Parties of any amounts received in respect of the Obligations and/or the Pre-Petition First Lien Obligations;

(u) Sale of Assets. the Bankruptcy Court shall enter an order or orders to sell, transfer, lease, exchange, alienate or otherwise dispose of all or a material portion of the assets, properties or Equity Interests of any Loan Party pursuant to Section 363 of the Bankruptcy Code, other than as expressly permitted by Section 5.02(e), pursuant to an Acceptable Plan or otherwise with the consent of the Administrative Agent, unless such order or orders contemplate the repayment in full in Cash of and termination in full of all Commitments and Obligations under this Agreement and the repayment in full in Cash of all Pre-Petition First Lien Obligations;

(v) Supportive Actions. any of the Loan Parties shall take any action in support of any matter set forth in Section 6.01(n), (o), (p), (q), (r), (s) and (t) or any other Person shall do so and such application is not contested in good faith by the Loan Parties and the relief requested is granted in an order that is not stayed pending appeal; or

(w) Material Impairment. any Loan Party shall file a motion, pleading or proceeding which could reasonably be expected to result in a material impairment of the rights or interests of the Lenders or the Agents or a determination by a court with respect to a motion, pleading or proceeding brought by another party which results in such a material impairment,

then, subject to the terms, conditions and provisions of the Interim Order or the Final Order (as applicable), and in any such event, the Administrative Agent (i) shall at the request, or may with the consent, of the Required Lenders, and without any action or approval of the Bankruptcy Court, five (5) calendar days following delivery of written notice to counsel to the Borrower, the United States Trustee for the District of Delaware, counsel to the Lenders and counsel to any Committee (as defined in the Financing Orders), declare the Commitments of each Lender and the obligation of each Lender to make DIP Loans to be terminated, whereupon the same shall forthwith terminate and (ii) shall at the request, or may with the consent, of the Required Lenders, by notice to the Borrower, declare the DIP Loans, all interest thereon and all other amounts payable under this Agreement and the other Loan Documents to be forthwith due and payable, whereupon the DIP Loans, all such interest and all such amounts shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind,

all of which are hereby expressly waived by the Borrower. In addition, upon expiration of the five (5) calendar day notice period referred to above, the automatic stay provided in Section 362 of the Bankruptcy Code shall be deemed automatically vacated without further action or order of the Bankruptcy Court, and the Administrative Agent or the Collateral Agent, as applicable (at the direction of the Required Lenders), shall be entitled, in its sole discretion, to exercise all of its respective rights and remedies under the Loan Documents and the Financing Orders. For the avoidance of doubt, payment defaults may be cured within the applicable cure period, if any, by, among other things, equity contributions from one or more members of the Borrower without limitation as to the number of such cures.

SECTION 6.02. Orders.

(a) Upon the maturity (whether by acceleration or otherwise) of any of the Obligations, the Lenders shall, subject to the provisions of Article VI and the applicable provisions of the Final Order, be entitled to immediate payment of such Obligations, and to enforce the remedies provided for hereunder in accordance with the terms hereof, without further application to or order by the Bankruptcy Court.

(b) If either the Interim Order or the Final Order is the subject of a pending appeal in any respect, none of such Interim Order or Final Order (as applicable), the making of the DIP Loans or the performance by the Borrower or any Guarantor of any of its obligations under any of the Loan Documents shall be the subject of a presently effective stay pending appeal. The Loan Parties, the Agents and the Lenders shall be entitled to rely in good faith upon the Interim Order or the Final Order (as applicable), notwithstanding objection thereto or appeal therefrom by any interested party.

(c) The Loan Parties, the Agents and the Lenders shall be permitted and required to perform their respective obligations in compliance with this Agreement notwithstanding any such objection or appeal unless the Interim Order or the Final Order (as applicable) has been stayed by a court of competent jurisdiction.

ARTICLE VII

THE AGENTS

SECTION 7.01. Authorization and Action. (a) Each Lender hereby appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under this Agreement and the other Loan Documents as are delegated to the Administrative Agent by the terms hereof and thereof, together with such powers and discretion as are reasonably incidental thereto. As to any matters not expressly provided for by the Loan Documents (including, without limitation, enforcement of the Obligations or collection of the Obligations owing under the Loan Documents), the Administrative Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required Lenders, and such instructions shall be binding upon all Lenders and all holders of Notes; *provided*, *however*, that the Administrative Agent shall not be required to take any action that exposes the Administrative Agent to personal liability or that is contrary to

this Agreement or applicable law. Without limiting the generality of the foregoing, each Lender hereby authorizes and instructs the Administrative Agent to enter into the documents to be entered into by the Administrative Agent expressly mentioned in Section 3.01.

(b) The Administrative Agent may execute any of its duties under this Agreement or any other Loan Document (including for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Security Documents or of exercising any rights and remedies thereunder at the direction of the Collateral Agent) by or through agents, employees or attorneys-in-fact and shall be entitled to advice of counsel and other consultants or experts concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agent, employee or attorney-in-fact that it selects in accordance with the foregoing provisions of this Section 7.01(b) in the absence of the Administrative Agent's gross negligence or willful misconduct.

SECTION 7.02. Administrative Agent's Reliance, Etc. Neither the Administrative Agent nor any of its directors, officers, agents or employees shall be liable for any action taken or omitted to be taken by it or them under or in connection with the Loan Documents, except for its or their own gross negligence or willful misconduct. Without limitation of the generality of the foregoing, the Administrative Agent: (a) may consult with legal counsel (including counsel for any Loan Party), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts; (b) makes no warranty or representation to any Lender and shall not be responsible to any Lender for any statements, warranties or representations (whether written or oral) made in or in connection with the Loan Documents; (c) shall not have any duty to ascertain or to inquire as to the performance, observance or satisfaction of any of the terms, covenants or conditions of any Loan Document on the part of any Loan Party or the existence at any time of any Default under the Loan Documents or to inspect the property (including the books and records) of any Loan Party; (d) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, any Loan Document or any other instrument or document furnished pursuant thereto; and (e) shall incur no liability under or in respect of any Loan Document by acting upon any notice, consent, certificate or other instrument or writing (which may be by telegram, telecopy or electronic communication) believed by it to be genuine and signed or sent by the proper party or parties.

SECTION 7.03. Agents and Affiliates. With respect to its Commitments, the DIP Loans made by it and any Notes issued to it, each Agent and its Affiliates shall have the same rights and powers under the Loan Documents as any other Lender and may exercise the same as though each were not an Agent or an Affiliate of an Agent; and the term "*Lender*" or "*Lenders*" shall, unless otherwise expressly indicated, include each Agent and its Affiliates in their respective individual capacities. Each Agent and its Affiliates may accept deposits from, lend money to, act as trustee under indentures of, accept investment banking engagements from and generally engage in any kind of business with, any Loan Party, any of its Subsidiaries and any Person that may do business with or own securities of any Loan Party or any such Subsidiary, all as if such Agent was not an Agent and without any duty to account therefor to the Lenders. No Agent shall have any duty to disclose any information obtained or received by it or any of its

Affiliates relating to any Loan Party or any of its Subsidiaries to the extent such information was obtained or received in any capacity other than as such Agent.

SECTION 7.04. Lender Credit Decision. Each Lender acknowledges that it has, independently and without reliance upon any Agent or any other Lender and based on the financial statements referred to in Section 4.01(i) and such other documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon any Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement.

SECTION 7.05. Indemnification. (a) Each Lender severally agrees to indemnify each Agent (to the extent not promptly reimbursed by the Borrower and without limiting its obligation to do so) from and against such Lender's ratable share (determined as provided below) of any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against such Agent in any way relating to or arising out of the Loan Documents or any action taken or omitted by such Agent under the Loan Documents (collectively, the "***Indemnified Costs***"); *provided*, *however*, that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent's gross negligence or willful misconduct as found in a final, non-appealable judgment by a court of competent jurisdiction. Without limitation of the foregoing, each Lender agrees to reimburse each Agent promptly upon demand for its ratable share of any costs and expenses (including, without limitation, reasonable fees and expenses of counsel) payable by the Borrower under Section 9.04, to the extent that such Agent is not promptly reimbursed for such costs and expenses by the Borrower. In the case of any investigation, litigation or proceeding giving rise to any Indemnified Costs, this Section 7.05 applies whether any such investigation, litigation or proceeding is brought by any Lender or any other Person. Each Agent is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and otherwise apply any and all amounts it receives pursuant to the Loan Documents to or for the credit or the account of any Lender against any and all obligations of such Lender to such Agent now or hereafter existing under this Section 7.05; *provided* that the foregoing sentence shall only apply if such Lender fails to promptly pay such obligation following such Agent's written request for payment; *provided further* that any obligation a Lender fails to promptly pay following the Agent's written request for payment shall bear interest at the same rate as Default Interest and the Agent is authorized to set off against any such accrued interest in the manner described above.

(b) For purposes of Section 7.05(b), (i) each Lender's ratable share of any amount shall be determined, at any time, according to the sum of (A) the aggregate principal amount of the DIP Loans outstanding at such time and owing to such Lender and (B) in the case of any Lender, such Lender's Unused Commitments at such time; and (ii) each Lender's ratable share of any amount shall be determined, at any time, according to the sum of (A) the aggregate principal amount of the DIP Loans outstanding at such time and owing to such Lender and (B) such Lender's Unused Commitments at such time. The failure of any Lender to reimburse any Agent promptly upon demand for its ratable share of any amount required to be paid by the Lenders to such Agent as provided herein shall not relieve any other Lender of its obligation

hereunder to reimburse such Agent for its ratable share of such amount, but no Lender shall be responsible for the failure of any other Lender to reimburse such Agent for such other Lender's ratable share of such amount. Without prejudice to the survival of any other agreement of any Lender hereunder, the agreement and obligations of each Lender contained in this Section 7.05 shall survive the payment in full of principal, interest and all other amounts payable hereunder and under the other Loan Documents.

SECTION 7.06. Successor Administrative Agent. The Administrative Agent may resign as to any or all of the DIP Facilities at any time by giving 15 days' written notice thereof to the Lenders and the Borrower and may be removed at any time with or without cause by the Required Lenders. Upon any such resignation or removal, the Required Lenders shall have the right to appoint a successor Administrative Agent as to such of the DIP Facilities as to which the Administrative Agent has resigned or been removed. If no successor Administrative Agent shall have been so appointed by the Required Lenders, and shall have accepted such appointment, within 30 days after the retiring Administrative Agent's giving of notice of resignation or the Required Lenders' removal of the retiring Administrative Agent, then the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent, which shall be a commercial bank organized under the laws of the United States or of any State thereof and having a combined capital and surplus of at least $500,000,000. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall succeed to and become vested with all the rights, powers, discretion, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations under the Loan Documents. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent as to less than all of the DIP Facilities, such successor Administrative Agent shall succeed to and become vested with all the rights, powers, discretion, privileges and duties of the retiring Administrative Agent as to such DIP Facilities, other than with respect to funds transfers and other similar aspects of the administration of Borrowings under such DIP Facilities and payments by the Borrower in respect of such DIP Facilities, and the retiring Administrative Agent shall be discharged from its duties and obligations under this Agreement as to such DIP Facilities, other than as aforesaid. If within 45 days after written notice is given of the retiring Administrative Agent's resignation or removal under this Section 7.06 no successor Administrative Agent shall have been appointed and shall have accepted such appointment, then on such 45th day (a) the retiring Administrative Agent's resignation or removal shall become effective, (b) the retiring Administrative Agent shall thereupon be discharged from its duties and obligations under the Loan Documents and (c) the Required Lenders shall thereafter perform all duties of the retiring Administrative Agent under the Loan Documents until such time, if any, as the Required Lenders appoint a successor Agent as provided above. After any retiring Administrative Agent's resignation or removal hereunder as Administrative Agent as to any of the DIP Facilities shall have become effective, the provisions of this Article VII shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent as to such DIP Facilities under this Agreement.

SECTION 7.07. Collateral Agent. Each of the Administrative Agent and the Lenders hereby designates and appoints CLMG as Collateral Agent under this Agreement and the other Loan Documents and authorizes CLMG, in the capacity of Collateral Agent, to (A) execute, deliver and perform the obligations, if any, of the Collateral Agent, as applicable

under this Agreement and each other Loan Document and (B) take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Collateral Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto; *provided*, *however*, that the Collateral Agent shall not be required to take any action that exposes the Collateral Agent to personal liability or that is contrary to this Agreement or applicable law. Without limiting the generality of the foregoing, each of the Administrative Agent and the Lenders hereby authorizes and instructs CLMG, in the capacity of Collateral Agent, to execute and deliver the documents to be entered into by the Agent expressly referenced in Section 3.01.

ARTICLE VIII

GUARANTY

SECTION 8.01. Guaranty; Limitation of Liability. (a) Subject in the case of Athens to the Athens Cap Amount, each Guarantor, jointly and severally, hereby absolutely, unconditionally and irrevocably guarantees the punctual payment when due, whether at scheduled maturity or on any date of a required prepayment or by acceleration, demand or otherwise, of all Obligations of each other Loan Party now or hereafter existing under or in respect of the Loan Documents (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of the foregoing Obligations), whether direct or indirect, absolute or contingent, and whether for principal, interest, premiums, fees, indemnities, contract causes of action, costs, expenses or otherwise (such Obligations being the "***Guaranteed Obligations***"), and agrees to pay any and all expenses (including, without limitation, reasonable fees and expenses of counsel) incurred by the Administrative Agent or any other Lender in enforcing any rights under this Guaranty or any other Loan Document. Without limiting the generality of the foregoing, subject in the case of Athens to the Athens Cap Amount, each Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by any other Loan Party to any Lender under or in respect of the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such other Loan Party.

(b) Each Guarantor, and by its acceptance of this Guaranty, the Administrative Agent and each other Lender, hereby confirms that it is the intention of all such Persons that this Guaranty and the obligations of each Guarantor hereunder not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state law to the extent applicable to this Guaranty and the obligations of each Guarantor hereunder. To effectuate the foregoing intention, the Administrative Agent, the other Lenders and the Guarantors hereby irrevocably agree that the obligations of each Guarantor under this Guaranty at any time shall be limited to the maximum amount as will result in the obligations of such Guarantor under this Guaranty not constituting a fraudulent transfer or conveyance.

(c) Subject in the case of Athens to the Athens Cap Amount, each Guarantor hereby unconditionally and irrevocably agrees that in the event any payment shall be required to be made to any Lender under this Guaranty or any other guaranty, such Guarantor will contribute, to the maximum extent permitted by law, such amounts to each other Guarantor and

each other guarantor so as to maximize the aggregate amount paid to the Lenders under or in respect of the Loan Documents.

SECTION 8.02. Guaranty Absolute. Subject in the case of Athens to the Athens Cap Amount, each Guarantor guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of any Lender with respect thereto. The obligations of each Guarantor under or in respect of this Guaranty are independent of the Guaranteed Obligations or any other Obligations of any other Loan Party under or in respect of the Loan Documents, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce this Guaranty, irrespective of whether any action is brought against the Borrower or any other Loan Party or whether the Borrower or any other Loan Party is joined in any such action or actions. The liability of each Guarantor under this Guaranty shall be irrevocable, absolute and unconditional irrespective of, and each Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations or any other Obligations of any other Loan Party under or in respect of the Loan Documents, or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or any of its Subsidiaries or otherwise;

(c) any taking, exchange, release or non-perfection of any Collateral or any other collateral, or any taking, release or amendment or waiver of, or consent to departure from, any other guaranty, for all or any of the Guaranteed Obligations;

(d) any manner of application of Collateral or any other collateral, or proceeds thereof, to all or any of the Guaranteed Obligations, or any manner of sale or other disposition of any Collateral or any other collateral for all or any of the Guaranteed Obligations or any other Obligations of any Loan Party under the Loan Documents or any other assets of any Loan Party or any of its Subsidiaries;

(e) any change, restructuring or termination of the corporate structure or existence of any Loan Party or any of its Subsidiaries;

(f) any failure of any Lender to disclose to any Loan Party any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Loan Party now or hereafter known to such Lender (each Guarantor waiving any duty on the part of the Lenders to disclose such information);

(g) the failure of any other Person to execute or deliver this Agreement or any other guaranty or agreement or the release or reduction of liability of any Guarantor or other guarantor or surety with respect to the Guaranteed Obligations; or

(h) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by any Lender that might otherwise constitute a defense available to, or a discharge of, any Loan Party or any other guarantor or surety.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by any Lender or any other Person upon the insolvency, bankruptcy or reorganization of the Borrower or any other Loan Party or otherwise, all as though such payment had not been made.

SECTION 8.03. Waivers and Acknowledgments. (a) Each Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of nonperformance, default, acceleration, protest or dishonor and any other notice with respect to any of the Guaranteed Obligations and this Guaranty and any requirement that any Lender protect, secure, perfect or insure any Lien or any property subject thereto or exhaust any right or take any action against any Loan Party or any other Person or any Collateral.

(b) Each Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

(c) Each Guarantor hereby unconditionally and irrevocably waives (i) any defense arising by reason of any claim or defense based upon an election of remedies by any Lender that in any manner impairs, reduces, releases or otherwise adversely affects the subrogation, reimbursement, exoneration, contribution or indemnification rights of such Guarantor or other rights of such Guarantor to proceed against any of the other Loan Parties, any other guarantor or any other Person or any Collateral and (ii) any defense based on any right of set-off or counterclaim against or in respect of the obligations of such Guarantor hereunder.

(d) Each Guarantor acknowledges that the Collateral Agent may, without notice to or demand upon such Guarantor and without affecting the liability of such Guarantor under this Guaranty, foreclose under any mortgage by nonjudicial sale, and each Guarantor hereby waives any defense to the recovery by the Collateral Agent and the other Secured Parties against such Guarantor of any deficiency after such nonjudicial sale and any defense or benefits that may be afforded by applicable law.

(e) Each Guarantor hereby unconditionally and irrevocably waives any duty on the part of any Lender to disclose to such Guarantor any matter, fact or thing relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Loan Party or any of its Subsidiaries now or hereafter known by such Lender.

(f) Each Guarantor acknowledges that it will receive substantial direct and indirect benefits from the financing arrangements contemplated by the Loan Documents and that the waivers set forth in Section 8.02 and this Section 8.03 are knowingly made in contemplation of such benefits.

SECTION 8.04. Waiver. Each Guarantor hereby unconditionally and irrevocably agrees not to exercise any rights that it may now have or hereafter acquire against the Borrower

or any other Loan Party that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under or in respect of this Guaranty or any other Loan Document, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of any Lender against the Borrower, any other Loan Party or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from the Borrower or any other Loan Party directly or indirectly, in Cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations and all other amounts payable under this Guaranty shall have been paid in full in Cash, the Commitments shall have expired or been terminated and all Pre-Petition First Lien Obligations shall have been indefeasibly paid in full in Cash.

SECTION 8.05. Subordination. Each Guarantor hereby subordinates any and all debts, liabilities and other obligations owed to such Guarantor by each other Loan Party (the "***Subordinated Obligations***") to the Guaranteed Obligations to the extent and in the manner hereinafter set forth in this Section 8.05:

(a) Prohibited Payments, Etc. Except during the continuance of any Event of Default, each Guarantor may receive regularly scheduled payments from any other Loan Party on account of the Subordinated Obligations in compliance with the Interim Order or the Final Order (as applicable) and to the extent not inconsistent with the Interim Order or the Final Order (as applicable) or the Security Deposit Agreement. After the occurrence and during the continuance of any Event of Default, however, unless the Required Lenders otherwise agree, no Guarantor shall demand, accept or take any action to collect any payment on account of the Subordinated Obligations other than to the extent payment of such Subordinated Obligations is permitted under the terms of the Interim Order or the Final Order (as applicable) and to the extent not inconsistent with the Interim Order or the Final Order (as applicable), the Security Deposit Agreement and the other Loan Documents.

(b) Prior Payment of Guaranteed Obligations. In any proceeding under any Bankruptcy Law relating to any other Loan Party, each Guarantor agrees that the Lenders shall be entitled to receive payment in full in Cash of all Guaranteed Obligations (including all interest and expenses accruing after the commencement of a proceeding under any Bankruptcy Law, whether or not constituting an allowed claim in such proceeding ("***Post-Petition Interest***")) before such Guarantor receives payment of any Subordinated Obligations.

(c) Turn-Over. After the occurrence and during the continuance of any Default, each Guarantor shall, if the Administrative Agent so requests, collect, enforce and receive payments on account of the Subordinated Obligations as trustee for the Lenders and deliver such payments to the Administrative Agent on account of the Guaranteed Obligations (including all Post-Petition Interest), together with any necessary endorsements or other instruments of transfer, but without reducing or affecting in any manner the liability of such Guarantor under the other provisions of this Guaranty.

(d) Administrative Agent Authorization. After the occurrence and during the continuance of any Default, the Administrative Agent is authorized and empowered (but without any obligation to so do), in its discretion, (i) in the name of each Guarantor, to collect and enforce, and to submit claims in respect of, the Subordinated Obligations and to apply any amounts received thereon to the Guaranteed Obligations (including any and all Post-Petition Interest), and (ii) to require each Guarantor (A) to collect and enforce, and to submit claims in respect of, the Subordinated Obligations and (B) to pay any amounts received on such obligations to the Administrative Agent for application to the Guaranteed Obligations (including any and all Post-Petition Interest).

SECTION 8.06. Continuing Guaranty; Assignments. This Guaranty is a continuing guaranty and shall (a) remain in full force and effect until a Repayment Event has occurred, (b) be binding upon each Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Lenders and their successors, transferees and assigns. Without limiting the generality of clause (c) of the immediately preceding sentence, any Lender may assign or otherwise transfer all or any portion of its rights and obligations under this Agreement (including, without limitation, all or any portion of its Commitments, the DIP Loans owing to it and any Note or Notes held by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, in each case as and to the extent provided in Section 9.07. No Guarantor shall have the right to assign its rights hereunder or any interest herein without the prior written consent of the Required Lenders, which consent may be granted or withheld in the Required Lenders' sole and absolute discretion.

SECTION 8.07. Eligible Contract Participant.

(a) Each Guarantor (other than MACH Gen GP, LLC) represents and warrants on the date hereof that, to the extent any Guaranteed Obligations include Swap Obligations on the date hereof, it is an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations issued thereunder.

(b) Each Guarantor (other than MACH Gen GP, LLC) agrees that at such time as the Guaranteed Obligations of such Guarantor includes Swap Obligations, and at such other times as are required for purposes of the Commodity Exchange Act and the regulations thereunder, such Guarantor shall constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder.

SECTION 8.08. Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by any other Guarantor to honor all of such Guarantor's Swap Obligations to the extent included in such Guarantor's Guaranteed Obligations under this Article VIII (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 8.08 for the maximum amount of such liability that can be hereby incurred without rendering its obligation under this Section 8.08, or otherwise under this Article VIII, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section 8.08 shall remain in full force and effect until the date on which all the Guaranteed Obligations pursuant to and in accordance with this Article VIII are irrevocably and

unconditionally discharged in full (but solely to the extent such Guaranteed Obligations include Swap Obligations). Each Qualified ECP Guarantor intends that this Section 8.08 constitute, and this Section 8.08 shall be deemed to constitute, a keepwell, support, or other agreement for the benefit of each Guarantor for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

SECTION 8.09. Excluded Swap Obligations. In no event shall the Guaranty or any guarantee of any Guarantor in respect of any Swap Obligation under any Hedge Agreements and Commodity Hedge and Power Sale Agreements include, or be deemed to include, a guarantee of any Excluded Swap Obligations.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. Amendments, Etc. (a) Subject to Section 5.4 of the Intercreditor Agreement, the Financing Orders and clause (b) below, no amendment or waiver of any provision of this Agreement, the Notes or any other Loan Document (including the Intercreditor Agreement and the Security Deposit Agreement), nor consent to any departure by any Loan Party therefrom, shall in any event be effective unless the same shall be in writing and signed by the Required Lenders (or the Administrative Agent on their behalf) and, in the case of an amendment, the Borrower on behalf of the Loan Parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; *provided*, *however*, that (i) no amendment, waiver or consent shall, unless in writing and signed by each Lender, do any of the following at any time:

(A) waive any of the conditions specified in Section 3.01 or, in the case of the initial Borrowing hereunder, Section 3.02;

(B) change (1) the definition of "*Required Lenders*" or (2) the number of Lenders or the percentage of (x) the Commitments or (y) the aggregate unpaid principal amount of the DIP Loans that, in each case, shall be required for the Lenders or any of them to take any action hereunder or under any other Loan Document;

(C) change any other definition in the Intercreditor Agreement or the Security Deposit Agreement in any manner adverse to the Lenders;

(D) other than as expressly contemplated by Section 5.1 of the Intercreditor Agreement, release one or more Guarantors (or otherwise limit such Guarantors' liability with respect to the Obligations owing to the Agents and the Lenders under the Guaranty) if such release or limitation is in respect of a material portion of the value of the Guaranty to the Lenders;

(E) other than as expressly contemplated by Section 5.1 of the Intercreditor Agreement, release any material portion of the Collateral in any transaction or series of related transactions;

(F) subordinate the Liens of the Lenders; or

(G) amend this Section 9.01,

and (ii) no amendment, waiver or consent shall, unless in writing and signed by the Required Lenders and each Lender specified below for such amendment, waiver or consent:

(A) increase the Commitments of a Lender without the consent of such Lender;

(B) reduce or forgive the principal of, or stated rate of interest on, the DIP Loans owed to a Lender or any fees or other amounts stated to be payable hereunder or under the other Loan Documents to such Lender without the consent of such Lender;

(C) postpone any date scheduled for any payment of principal of, or interest on, the DIP Loans pursuant to Section 2.03 or 2.06, any or any date fixed for any payment of fees hereunder, in each case, payable to a Lender without the consent of such Lender;

(D) impose any restrictions on the rights of such Lender under Section 9.07 without the consent of such Lender;

(E) change the order of application of any reduction in the Commitments or any prepayment of DIP Loans among the DIP Facilities from the application thereof set forth in the applicable provisions of Section 2.04 or 2.05(b), respectively, in any manner that materially adversely affects the Lenders under a DIP Facility without the consent of holders of a majority of the Commitments or DIP Loans outstanding under such DIP Facility;

(F) increase the maximum duration of any Eurodollar Rate Period;

(G) change the order of application of proceeds of Collateral and other payments set forth in Section 4.1 of the Intercreditor Agreement or Article III of the Security Deposit Agreement in a manner that materially adversely affects any Lender without the consent of such Lender;

(H) otherwise amend or modify the Intercreditor Agreement or any Security Document in a manner which disproportionately affects any Lender vis-à-vis any other Secured Party without the written consent of such Lender;

(I) amend or modify the provisions of Section 2.10(a)(i), Section 2.10(f) and 2.12 (including the definition of "Pro Rata Share") in a manner that adversely affects any Lender without the consent of such Lender; or

(J) amend or modify Section 2.02(a), Section 2.05(b)(i), Section 2.07(b), Section 5.02(s), Section 5.03(d), Section 5.03(e), Section 9.01(a)(J), the second sentence of Section 9.06, or Section 9.16 (or the meaning of any defined term as used in any such Section or definition);

provided further that no amendment, waiver or consent shall, unless in writing and signed by an Agent in addition to the Lenders required above to take such action, affect the rights or duties of such Agent under this Agreement or the other Loan Documents.

(b) Notwithstanding the other provisions of this Section 9.01, the Borrower, the Guarantors, the Collateral Agent and the Administrative Agent may (but shall have no

obligation to) amend or supplement the Loan Documents without the consent of any Lender: (i) to cure any ambiguity, defect or inconsistency; (ii) to make any change that would provide any additional rights or benefits to the Lenders or (iii) to make, complete or confirm any grant of Collateral permitted or required by this Agreement, the Interim Order or the Final Order (as applicable) or any Security Document or any release of any Collateral that is otherwise permitted under the terms of this Agreement, the Interim Order or the Final Order (as applicable) and the Security Documents.

SECTION 9.02. Notices, Etc.

(a) All notices and other communications provided for hereunder shall be either (x) in writing (including telegraphic, telecopy or electronic communication) and mailed, telegraphed, telecopied or delivered or (y) as and to the extent set forth in Section 9.02(b) and in the proviso to this Section 9.02(a), in an electronic medium and delivered as set forth in Section 9.02(b), (i) if to any Loan Party, to the Borrower at its address at New MACH Gen, LLC, 1780 Hughes Landing, Suite 800, The Woodlands, TX 77380, Attention: Dale Lebsack, E-mail Address: dale.lebsack@talenenergy.com (with a copy sent to New MACH Gen, LLC, 1780 Hughes Landing, Suite 800, The Woodlands, TX 77380, Attention: John Chesser, E-mail Address: john.chesser@talenenergy.com); (ii) if to any Lender identified on Schedule I hereto, at its Lending Office specified opposite its name on Schedule I hereto; (iii) if to any Initial Lender at its Lending Office specified in Schedule I attached hereto; (iv) if to any other Lender, at its Lending Office specified in the Assignment and Acceptance pursuant to which it became a Lender; (v) if to the Collateral Agent or Administrative Agent, at its address at 7195 Dallas Parkway, Plano, TX 75024, Attention: James Erwin, Fax: (469) 467-5550, E-mail Address: jerwin@clmgcorp.com; or, as to the Borrower or the Administrative Agent, at such other address as shall be designated by such party in a written notice to the other parties and, as to each other party, at such other address as shall be designated by such party in a written notice to the Borrower and the Administrative Agent; *provided*, *however*, that materials and information described in Section 9.02(c) shall be delivered to the Administrative Agent in accordance with the provisions thereof or as otherwise specified to the Borrower by the Administrative Agent. All such notices and other communications shall, when mailed, telegraphed, telecopied, or e-mailed, be effective when deposited in the mails, delivered to the telegraph company, transmitted by telecopier or sent by electronic communication, respectively, except that notices and communications to any Agent pursuant to Article II, III or VII shall not be effective until received by such Agent. Delivery by telecopier of an executed counterpart of a signature page to any amendment or waiver of any provision of this Agreement or the Notes shall be effective as delivery of an original executed counterpart thereof.

(b) The Borrower hereby agrees that it will provide to the Administrative Agent all information, documents and other materials that it is obligated to furnish to the Administrative Agent pursuant to the Loan Documents, including, without limitation, all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication that (i) relates to a request for a new Borrowing (including any election of an interest rate or interest period relating thereto), (ii) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, (iii) provides notice of any Default or Event of Default under this Agreement or (iv) is required to be delivered to satisfy any condition precedent to the effectiveness of this Agreement and/or any Borrowing or other extension of credit thereunder (all

such non-excluded communications being referred to herein collectively as "***Communications***"), by transmitting the Communications in an electronic/soft medium in a format acceptable to the Administrative Agent to an electronic mail address specified by the Administrative Agent to the Borrower. In addition, the Borrower agrees to continue to provide the Communications to the Administrative Agent in the manner specified in the Loan Documents but only to the extent requested by the Administrative Agent. The Borrower further agrees that the Administrative Agent may make the Communications available to the Lenders by posting the Communications on IntraLinks or a substantially similar electronic transmission system (the "***Platform***").

(c) THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE". THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS, OR THE ADEQUACY OF THE PLATFORM AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE AGENT PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE PLATFORM. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT OR ANY OF ITS AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ADVISORS OR REPRESENTATIVES (COLLECTIVELY, "AGENT PARTIES") HAVE ANY LIABILITY TO THE BORROWER, ANY LENDER OR ANY OTHER PERSON OR ENTITY FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF THE BORROWER'S OR THE ADMINISTRATIVE AGENT'S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET, EXCEPT TO THE EXTENT THE LIABILITY OF ANY AGENT PARTY IS FOUND IN A FINAL NON-APPEALABLE JUDGMENT BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED PRIMARILY FROM SUCH AGENT PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(d) The Administrative Agent agrees that the receipt of the Communications by the Administrative Agent at its e-mail address set forth above shall constitute effective delivery of the Communications to the Administrative Agent for purposes of the Loan Documents. Each Lender agrees (i) that notice to it (as provided in the next sentence) specifying that the Communications have been posted to the Platform shall constitute effective delivery of the Communications to such Lender for purposes of the Loan Documents. Each Lender agrees to notify the Administrative Agent in writing (including by electronic communication) from time to time of such Lender's e-mail address to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such e-mail address. Nothing herein shall prejudice the right of the Administrative Agent or any Lender to give any notice or other communication pursuant to any Loan Document in any other manner specified in such Loan Document.

SECTION 9.03. No Waiver; Remedies. No failure on the part of any Lender or any Agent to exercise, and no delay in exercising, any right hereunder or under any Note or any other

Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 9.04. Costs and Expenses. (a) The Borrower agrees to pay on demand (i) all costs and expenses of each Agent in connection with the preparation, execution, delivery, administration, modification and amendment of, or any consent or waiver under, the Loan Documents (including, without limitation, (A) all due diligence, collateral review, syndication, transportation, computer, duplication, appraisal, audit, insurance, consultant, search, filing and recording fees and expenses, (B) the monitoring of, and participation in, all aspect of the Chapter 11 Cases and (C) the reasonable fees and expenses of counsel for each Agent with respect thereto, with respect to advising such Agent as to its rights and responsibilities, or the perfection, protection or preservation of rights or interests, under the Loan Documents, with respect to negotiations with any Loan Party or with other creditors of any Loan Party or any of its Subsidiaries arising out of any Default or any events or circumstances that may give rise to a Default and with respect to presenting claims in or otherwise participating in or monitoring any bankruptcy, insolvency or other similar proceeding involving creditors' rights generally and any proceeding ancillary thereto) and (ii) all costs and expenses of each Agent and each Lender in connection with the enforcement of the Loan Documents, whether in any action, suit or litigation, or any bankruptcy, insolvency or other similar proceeding affecting creditors' rights generally (including, without limitation, the reasonable fees and expenses of counsel for the Administrative Agent and each Lender with respect thereto).

(b) The Borrower agrees to indemnify, defend and save and hold harmless each Agent, each Lender, each of their Affiliates and the respective officers, directors, employees, trustees, agents and advisors of each of the foregoing (each, an "***Indemnified Party***") from and against, and shall pay on demand, any and all claims, damages, losses, liabilities and expenses (including, without limitation, reasonable fees and expenses of counsel) that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any investigation, litigation or proceeding or preparation of a defense in connection therewith) (i) the DIP Facilities, the actual or proposed use of the proceeds of the DIP Loans, the Loan Documents or any of the transactions contemplated thereby, (ii) the Tax Sharing Agreement or (iii) the actual or alleged presence of Hazardous Materials on any property of any Loan Party or any of its Subsidiaries or any Environmental Action relating in any way to any Loan Party or any of its Subsidiaries, except to the extent such claim, damage, loss, liability or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or willful misconduct. In the case of an investigation, litigation or other proceeding to which the indemnity in this Section 9.04(b) applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by any Loan Party, its directors, shareholders or creditors, any Indemnified Party or any other Person, whether or not any Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated thereby are consummated. The Borrower also agrees not to assert any claim against any Agent, any Lender or any of their Affiliates, or any of their respective officers, directors, employees, trustees, agents and advisors, on any theory of liability, for special, indirect, consequential or punitive damages arising out of or otherwise relating to the DIP

Facilities, the actual or proposed use of the proceeds of the DIP Loans, the Loan Documents or any of the transactions contemplated by the Loan Documents.

(c) If (i) any payment of principal of any DIP Loan is made by the Borrower to or for the account of a Lender other than on the last day of the Interest Period for such DIP Loan as a result of (A) acceleration of the maturity of the DIP Loans pursuant to Section 6.01 or (B) a mandatory prepayment of the DIP Loans pursuant to Section 2.05(b), or (ii) the Borrower fails to make any payment or prepayment of a DIP Loan after the Borrower had delivered a notice of prepayment, whether, in the case of this clause (ii), pursuant to Section 2.03, 2.05 or 6.01 or otherwise, the Borrower shall, upon demand by such Lender (with a copy of such demand to the Administrative Agent), pay to the Administrative Agent for the account of such Lender any amounts required to compensate such Lender for any additional losses, costs or expenses that it may reasonably incur as a result of such payment or such failure to pay or prepay, as the case may be, including, without limitation, any loss (excluding loss of anticipated profits), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by any Lender to fund or maintain such DIP Loan.

(d) If any Loan Party fails to pay when due any costs, expenses or other amounts payable by it under any Loan Document, including, without limitation, fees and expenses of counsel and indemnities, such amount may be paid on behalf of such Loan Party by the Administrative Agent or any Lender, in its sole discretion.

(e) Without prejudice to the survival of any other agreement of any Loan Party hereunder or under any other Loan Document, the agreements and obligations of the Borrower contained in Section 2.09 and 2.11 and this Section 9.04 shall survive the payment in full of principal, interest and all other amounts payable hereunder and under any of the other Loan Documents.

SECTION 9.05. Right of Set-off. Subject to the Interim Order or the Final Order (as applicable), upon (a) the occurrence and during the continuance of any Event of Default and (b) the making of the request or the granting of the consent specified by Section 6.01 to authorize the Administrative Agent to declare the DIP Loans due and payable pursuant to the provisions of Section 6.01, each Agent and each Lender and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and otherwise apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Agent, such Lender or such Affiliate to or for the credit or the account of the Borrower against any and all of the Obligations of the Borrower now or hereafter existing under the Loan Documents, irrespective of whether such Agent or such Lender shall have made any demand under this Agreement and although such Obligations may be unmatured. Each Agent and each Lender agrees promptly to notify the Borrower and the Bankruptcy Court after any such set-off and application; *provided*, *however*, that the failure to give such notice shall not affect the validity of such set-off and application. The rights of each Agent and each Lender and their respective Affiliates under this Section 9.05 are in addition to other rights and remedies (including, without limitation, other rights of set-off) that such Agent, such Lender and their respective Affiliates may have under the Loan Documents, the Interim Order or the Final Order (as applicable) or otherwise.

SECTION 9.06. Binding Effect. This Agreement shall become effective when it shall have been executed by each of the parties hereto and thereafter shall be binding upon and inure to the benefit of the Borrower, each Agent and each Lender and their respective successors and assigns, except that the Borrower shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of each Lender. This Agreement is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto.

SECTION 9.07. Assignments and Participations. (a) Each Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitment or Commitments, the DIP Loans owing to it, and the Note or Notes held by it); *provided*, *however*, that (i) each such assignment shall be of a uniform, and not a varying, percentage of all rights and obligations under and in respect of any or all DIP Facilities, (ii) except in the case of an assignment to a Person that, immediately prior to such assignment, was a Lender, an Affiliate of any Lender or an Approved Fund of any Lender or an assignment of all of a Lender's rights and obligations under this Agreement, the aggregate amount of the Commitments being assigned to such Eligible Assignee pursuant to such assignment (determined as of the date of the Assignment and Acceptance with respect to such assignment) shall in no event be less than $2,000,000 (or such lesser amount as shall be approved by the Administrative Agent and, so long as no Default shall have occurred and be continuing at the time of effectiveness of such assignment, the Borrower), (iii) each such assignment shall be to an Eligible Assignee, (iv) no such assignments shall be permitted without the written consent of the Administrative Agent, which consent shall not be unreasonably withheld and (v) the parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance and recording in the Register, an Assignment and Acceptance, together with any Note or Notes (if any) subject to such assignment.

(b) [Reserved].

(c) [Reserved].

(d) Upon such execution, delivery, acceptance and recording, from and after the effective date specified in such Assignment and Acceptance, (i) the assignee thereunder shall be a party hereto and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment and Acceptance, have the rights and obligations of a Lender hereunder and (ii) the Lender assignor thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights (other than its rights under Section 2.09, 2.11 and 9.04 to the extent any claim thereunder relates to an event arising prior to such assignment) and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto).

(e) By executing and delivering an Assignment and Acceptance, each Lender assignor thereunder and each assignee thereunder confirm to and agree with each other and the other parties thereto and hereto as follows: (i) other than as provided in such Assignment and Acceptance, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in

connection with any Loan Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, any Loan Document or any other instrument or document furnished pursuant thereto; (ii) such assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under any Loan Document or any other instrument or document furnished pursuant thereto; (iii) such assignee confirms that it has received a copy of this Agreement, together with copies of the financial statements referred to in Section 4.01(i) and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iv) such assignee will, independently and without reliance upon any Agent, such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (v) such assignee confirms that it is an Eligible Assignee; (vi) such assignee appoints and authorizes each Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Loan Documents as are delegated to such Agent by the terms hereof and thereof, together with such powers and discretion as are reasonably incidental thereto; and (vii) such assignee agrees that it will perform in accordance with their terms all of the obligations that by the terms of this Agreement are required to be performed by it as a Lender.

(f) The Administrative Agent, acting for this purpose (but only for this purpose) as the agent of the Borrower, shall maintain at its address referred to in Section 9.02 a copy of each Assignment and Acceptance delivered to and accepted by it and a register for the recordation of the names and addresses of the Lenders and the Commitment under each DIP Facility of, and principal amount of the DIP Loans owing under each DIP Facility to, each Lender from time to time (the "***Register***"). The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower, the Agents and the Lenders shall treat each Person whose name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower or any Agent or any Lender at any reasonable time and from time to time upon reasonable prior notice.

(g) Upon its receipt of an Assignment and Acceptance executed by an assigning Lender and an assignee, together with any Note or Notes (if any) subject to such assignment, the Administrative Agent shall, if such Assignment and Acceptance has been completed and is in substantially the form of Exhibit C hereto, (i) accept such Assignment and Acceptance, (ii) record the information contained therein in the Register and (iii) give prompt notice thereof to the Borrower and each other Agent. In the case of any assignment by a Lender, within five Business Days after its receipt of such notice, the Borrower, at its own expense, shall execute and deliver to the Administrative Agent in exchange for the surrendered Note or Notes (if any) an amended and restated Note (which shall be marked "*Amended and Restated*") to the order of such Eligible Assignee in an amount equal to the Commitment assumed by it under each DIP Facility pursuant to such Assignment and Acceptance and, if any assigning Lender that had a Note or Notes prior to such assignment has retained a Commitment hereunder under such DIP Facility, an amended and restated Note to the order of such assigning Lender in an amount equal to the Commitment retained by it hereunder. Such amended and restated Note or Notes shall be

dated the effective date of such Assignment and Acceptance and shall otherwise be in substantially the form of Exhibit A.

(h) Each Lender may sell participations to one or more Persons (other than any Loan Party or any of its Affiliates) in or to all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitments, the DIP Loans owing to it and the Note or Notes (if any) held by it); *provided*, *however*, that (i) such Lender's obligations under this Agreement (including, without limitation, its Commitments) shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) such Lender shall remain the holder of any such Note for all purposes of this Agreement, (iv) the Borrower, the Agents and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and (v) no participant under any such participation shall have any right to approve any amendment or waiver of any provision of any Loan Document, or any consent to any departure by any Loan Party therefrom.

(i) Any Lender may, in connection with any assignment or participation or proposed assignment or participation pursuant to this Section 9.07, disclose to the assignee or participant or proposed assignee or participant any information relating to the Borrower furnished to such Lender by or on behalf of the Borrower; *provided*, *however*, that, prior to any such disclosure, the assignee or participant or proposed assignee or participant shall agree to preserve the confidentiality of any Confidential Information received by it from such Lender.

(j) Notwithstanding any other provision set forth in this Agreement, any Lender may at any time create a security interest in all or any portion of its rights under this Agreement (including, without limitation, the DIP Loans owing to it and the Note or Notes (if any) held by it) in favor of any Federal Reserve Bank or Federal Home Loan Bank in accordance with Regulation A of the Board of Governors of the Federal Reserve System or similar laws and regulations relating to the Federal Home Loan Banks.

(k) Notwithstanding anything to the contrary contained herein, any Lender that is a Fund may, without the consent of the Borrower or any other Person, create a security interest in all or any portion of the DIP Loans owing to it and any Note or Notes held by it to the trustee for holders of obligations owed, or securities issued, by such Fund as security for such obligations or securities; *provided* that, unless and until such trustee actually becomes a Lender in compliance with the other provisions of this Section 9.07, (i) no such pledge shall release the pledging Lender from any of its obligations under the Loan Documents and (ii) such trustee shall not be entitled to exercise any of the rights of a Lender under the Loan Documents even though such trustee may have acquired ownership rights with respect to the pledged interest through foreclosure or otherwise.

(l) Notwithstanding anything to the contrary contained herein, any Lender (a "***Granting Lender***") may grant to a special purpose funding vehicle identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower (an "***SPC***") the option to provide all or any part of any DIP Loan that such Granting Lender would otherwise be obligated to make pursuant to this Agreement; *provided* that (i) nothing herein shall constitute a commitment by any SPC to fund any DIP Loan and (ii) if an SPC elects not to exercise such option or otherwise fails to make all or any part of such DIP Loan, the Granting

Lender shall be obligated to make such DIP Loan pursuant to the terms hereof. The making of a DIP Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such DIP Loan were made by such Granting Lender. Each party hereto hereby agrees that (i) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement for which a Lender would be liable, (ii) no SPC shall be entitled to the benefits of Section 2.09 and 2.11 (or any other increased costs protection provision) and (iii) the Granting Lender shall for all purposes, including, without limitation, the approval of any amendment or waiver of any provision of any Loan Document, remain the Lender of record hereunder. In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior Debt of any SPC, it will not institute against, or join any other person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding under the laws of the United States or any State thereof. Notwithstanding anything to the contrary contained in this Agreement, any SPC may (i) with notice to, but without prior consent of, the Borrower and the Administrative Agent and with the payment of a processing fee of $500, assign all or any portion of its interest in any DIP Loan to the Granting Lender and (ii) disclose on a confidential basis any non-public information relating to its funding of DIP Loans to any rating agency, commercial paper dealer or provider of any surety or guarantee or credit or liquidity enhancement to such SPC. This subsection (l) may not be amended without the prior written consent of each Granting Lender, all or any part of whose DIP Loans are being funded by the SPC at the time of such amendment.

SECTION 9.08. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by telecopier of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 9.09. Confidentiality. Neither any Agent nor any Lender shall disclose any Confidential Information to any Person without the consent of the Borrower, other than (a) to such Agent's or such Lender's Affiliates and their officers, directors, employees, trustees, agents and advisors and to actual or prospective Eligible Assignees and participants, and then only on a confidential basis, (b) as required by any law, rule or regulation or judicial process, (c) as requested or required by any state, Federal or foreign authority or examiner (including the National Association of Insurance Commissioners or any similar organization or quasi-regulatory authority) regulating such Lender, (d) to any rating agency when required by it, *provided* that, prior to any such disclosure, such rating agency shall undertake to preserve the confidentiality of any Confidential Information relating to the Loan Parties received by it from such Lender, (e) in connection with any litigation or proceeding to which such Agent or such Lender or any of its Affiliates may be a party or (f) in connection with the exercise of any right or remedy under this Agreement or any other Loan Document.

SECTION 9.10. Marshalling; Payments Set Aside. Neither any Agent nor any Lender shall be under any obligation to marshal any assets in favor of any Loan Party or any other Person or against or in payment of any or all of the Obligations. To the extent that any Loan Party makes a payment or payments to the Administrative Agent or the Lenders (or to

Administrative Agent, on behalf of the Lenders), or any Agent or Lender enforces any security interests or exercise its rights of setoff, and such payment or payments or the proceeds of such enforcement or setoff or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, any other state or federal law, common law or any equitable cause, then, to the extent of such recovery, the obligation or part thereof originally intended to be satisfied, and all Liens, rights and remedies therefor or related thereto, shall be revived and continued in full force and effect as if such payment or payments had not been made or such enforcement or setoff had not occurred.

SECTION 9.11. Patriot Act Notice. Each Lender and each Agent (for itself and not on behalf of any Lender) hereby notifies the Loan Parties that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of such Loan Party and other information that will allow such Lender or such Agent, as applicable, to identify such Loan Party in accordance with the Patriot Act. The Borrower shall, and shall cause each of its Subsidiaries to, provide such information and take such actions as are reasonably requested by any Agent or any Lender in order to assist the Agents and the Lenders in maintaining compliance with the Patriot Act.

SECTION 9.12. Other Loan Documents; Order. For the avoidance of doubt, but subject to the terms of (including the priorities specified in) the Interim Order or the Final Order (as applicable), for purposes of the Intercreditor Agreement, the Administrative Agent shall constitute a "*First Lien Administrative Agent*," the Administrative Agent, the Collateral Agent and the Lenders shall constitute "*First Lien Secured Parties*" and the Obligations of the Loan Parties under the Loan Documents shall constitute "*First Lien Obligations*," in each case, under and as defined therein. In the event of any inconsistency between the terms and conditions of: (i) any of the Loan Documents, the Intercreditor Agreement, the Security Deposit Agreement or any other Pre-Petition Loan Document; and (ii) the Interim Order or the Final Order (whichever is in effect at the time of reference thereto), the provisions of the Interim Order or the Final Order, as the case may be, shall govern and control.

SECTION 9.13. Jurisdiction, Etc. (a) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Bankruptcy Court and, to the extent the Bankruptcy Court does not have or exercise jurisdiction, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any of the other Loan Documents to which it is a party, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any of the aforementioned courts. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Except as provided in Section 9.16, nothing in this Agreement shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Agreement or any of the other Loan Documents in the courts of any jurisdiction.

(b) Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have

to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any of the other Loan Documents to which it is a party in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

SECTION 9.14. Governing Law. This Agreement and the Notes shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 9.15. Waiver of Jury Trial. Each of the Borrower, the Agents and the Lenders irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to any of the Loan Documents, the DIP Loans or the actions of any Agent or any Lender in the negotiation, administration, performance or enforcement thereof.

SECTION 9.16. Limitation on Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS: (A) NONE OF THE ADMINISTRATIVE AGENT, THE LENDERS OR ANY INDEMNIFIED PARTY SHALL BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THEIR RESPECTIVE ACTIVITIES RELATED TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, THE TRANSACTIONS CONTEMPLATED THEREBY, THE DIP LOANS OR OTHERWISE IN CONNECTION WITH THE FOREGOING; (B) WITHOUT LIMITING THE FOREGOING, NONE OF THE ADMINISTRATIVE AGENT, THE LENDERS OR ANY INDEMNIFIED PARTY SHALL BE SUBJECT TO ANY EQUITABLE REMEDY OR RELIEF, INCLUDING SPECIFIC PERFORMANCE OR INJUNCTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED THEREBY; (C) NONE OF THE ADMINISTRATIVE AGENT, THE LENDERS OR ANY INDEMNIFIED PARTY SHALL HAVE ANY LIABILITY TO THE LOAN PARTIES, FOR DAMAGES OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED THEREBY UNTIL THE DIP EFFECTIVE DATE HAS OCCURRED; AND (D) IN NO EVENT SHALL LENDERS' LIABILITY TO THE LOAN PARTIES FOR FAILURE TO FUND ANY DIP LOAN EXCEED ACTUAL DIRECT DAMAGES INCURRED BY THE LOAN PARTIES OF UP TO $10,000,000 IN THE AGGREGATE.

SECTION 9.17. Parties Including Trustees; Bankruptcy Court Proceedings. This Agreement, the other Loan Documents, and all Liens and other rights and privileges created hereby or pursuant hereto or to any other Loan Document shall be binding upon each Loan Party, the estate of each Loan Party, and any trustee, other estate representative or any successor in interest of any Loan Party in the Chapter 11 Cases or any subsequent case commenced under Chapter 7 of the Bankruptcy Code. This Agreement and the other Loan Documents shall be binding upon, and inure to the benefit of, the Lenders and their respective assigns, transferees and endorsees. Until the Commitments have expired or have been terminated and the principal of and interest on each DIP Loan and all fees payable hereunder shall have been paid in full, the Liens created by this Agreement and the other Loan Documents shall be and remain valid and perfected in the event of the substantive consolidation or conversion of any Chapter 11 Cases or

any other bankruptcy case of any Loan Party to a case under Chapter 7 of the Bankruptcy Code or in the event of dismissal of any Chapter 11 Cases or the release of any Collateral from the jurisdiction of the Bankruptcy Court for any reason, without the necessity that the Lenders file financing statements or otherwise perfect their Liens under applicable law. Any such purported assignment, transfer, hypothecation or other conveyance by any Loan Party without the prior express written consent of the Lenders shall be void. The terms and provisions of this Agreement are for the purpose of defining the relative rights and obligations of each Loan Party, the Lenders with respect to the transactions contemplated hereby and no Person shall be a third party beneficiary of any of the terms and provisions of this Agreement or any of the other Loan Documents.

[***Remainder of Page Intentionally Left Blank***]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

NEW MACH GEN, LLC,
as Borrower

By _____
Name:
Title:

MACH GEN GP, LLC,
as Guarantor

By _____
Name:
Title:

MILLENNIUM POWER PARTNERS, L.P.,
as Guarantor

By _____
Name:
Title:

NEW ATHENS GENERATING
COMPANY, LLC,
as Guarantor

By _____
Name:
Title:

NEW HARQUAHALA GENERATING
COMPANY, LLC,
as Guarantor

By _____
Name:
Title:

CLMG CORP.,
as Administrative Agent

By _____
Name: James Erwin
Title: President

CLMG CORP.,
as Collateral Agent

By _____
Name: James Erwin
Title: President

BEAL BANK USA,
as an Initial Lender

By _____
Name: Jacob Cherner
Title: Authorized Signatory

BEAL BANK, SSB,
as an Initial Lender

By _____
Name: Jacob Cherner
Title: Authorized Signatory

SCHEDULE I
TO
SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AND GUARANTY AGREEMENT

COMMITMENTS AND LENDING OFFICES

Lenders	**Commitment**	**Lending Office**
Beal Bank USA	$15,828,636.43	Beal Bank USA 1970 Village Center Circle Suite 1 Las Vegas, NV 89134 Send all notices and communications to: Beal Bank USA c/o CLMG Corp. 7195 Dallas Parkway Plano, Texas 75024 Attention: James Erwin Fax: (469) 467-5550 E-mail: jerwin@clmgcorp.com
Beal Bank, SSB	$4,171,363.57	Beal Bank, SSB 6000 Legacy Drive Plano, Texas 75024 Send all notices and communications to: Beal Bank, SSB 6000 Legacy Drive Plano, Texas 75024 Attention: James Erwin Fax: (469) 467-5550 E-mail: jerwin@clmgcorp.com

SCHEDULE II
TO
SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AND GUARANTY AGREEMENT

GUARANTORS

Millennium Power Partners, L.P.

New Athens Generating Company, LLC

New Harquahala Generating Company, LLC

MACH Gen GP, LLC

SCHEDULE 2.13
TO
SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AND GUARANTY AGREEMENT

USE OF PROCEEDS

None.

SCHEDULE 4.01(b)
TO
SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AND GUARANTY AGREEMENT

LOAN PARTIES

New MACH Gen, LLC
1780 Hughes Landing, Suite 800
The Woodlands, TX 77380
Formation Jurisdiction: Delaware
Tax ID: 20-1306738

New Athens Generating Company, LLC
9300 US Highway 9W
Athens, NY 12015
Formation Jurisdiction: Delaware
Tax ID: 65-1230156

New Harquahala Generating Company, LLC
2530 491st Ave
Tonopah, AZ 85354
Formation Jurisdiction: Delaware
Tax ID: 65-1230092

Millennium Power Partners, L.P.
10 Sherwood Lane
Charlton, MA 01507
Formation Jurisdiction: Delaware
Tax ID: 52-1756688

MACH Gen GP, LLC
10 Sherwood Lane
Charlton, MA 01507
Formation Jurisdiction: Delaware
Tax ID: 20-1306738

SCHEDULE 4.01(c)
TO
SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AND GUARANTY AGREEMENT

SUBSIDIARIES

New Athens Generating Company, LLC
Formation Jurisdiction: Delaware
Membership Interests: 100
% Membership Interests Held by Loan Parties: 100% by New MACH Gen, LLC

New Harquahala Generating Company, LLC
Formation Jurisdiction: Delaware
Membership Interests: 100
% Membership Interests Held by Loan Parties: 100% by New MACH Gen, LLC

Millennium Power Partners, L.P.
Formation Jurisdiction: Delaware
Partnership Interests: 100
% Partnership Interests Held by Loan Parties: 99.5% by MACH Gen GP, LLC
0.5% by New MACH Gen, LLC

MACH Gen GP, LLC
Formation Jurisdiction: Delaware
Membership Interests: 100
% Membership Interests Held by Loan Parties: 100% by New MACH Gen, LLC

Note: All members hold common units of membership interests or partnership interests, as the case may be.

SCHEDULE 4.01(e)
TO
SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AND GUARANTY AGREEMENT

GOVERNMENTAL APPROVALS AND AUTHORIZATIONS

ATHENS

1. State of New York, Board on Electric Generation Siting and the Environment, Opinion and Order Granting Certificate of Environmental Compatibility and Public Need, Case 97-F-1563, issued June 15, 2000.

2. NYSDEC, Article 19 Air Pollution Control & PSD Permit, DEC Permit No.: 4-1922-00055/00001, issued June 12, 2000.

3. NYSDEC, Title V Air Permit, DEC #: 4-1922-00055/00005, issued July 1, 2016 and expires June 30, 2021.

4. NYSDEC, State Pollutant Discharge Elimination System (SPDES) Discharge Permit, SPDES Number NY-0261009, issued June 12, 2000. Permit No. 4-1922-0005/00001, amended July 1, 2015 and expires on June 31, 2020.

5. NYSDEC, Water Withdrawal Non-Public Permit, Permit No.: 4-1922-00055/00006, issued July 19, 2016 and expires June 30, 2025.

6. U.S. Army Corps of Engineers, Section 10/404 Permit, Permit No.: 1997-16040, issued May 25, 2001.

7. FERC, FPA Section 204 blanket approval for issuance of securities and assumption of liabilities.

8. FERC, FPA Section 205 market-based rates authorization.

9. FERC, certification by Athens of EWG status, as determined under 18 CFR Part 366 and as set forth in a FERC Order issued in 2003.

10. FCC Radio Station Authorization, FCC Registration No. 0010917367, call Sign WQFC610, grant date: June 16, 2006, effective date: June 16, 2006, expiration date: June 15, 2026.

11. FCC Radio Station Authorization, FCC Registration No. 0010917367, call Sign WPXH251, grant date: March 29, 2013, effective date: April 25, 2014, expiration date: April 2, 2023.

12. State of New York Public Service Commission (a) Order Providing for Lightened Regulation, Case 99-E-1629, issued July 12, 2000, (b) Order Authorizing Issuance of

Debt, Case 01-E-0816, issued July 30, 2001, (c) Order Approving Transfer and Providing for Lightened Regulation, Case 03-E-0516, issued September 17, 2003 (d) Order Clarifying Prior Order, Case 06-E-1223 and Case 01-E-0816, issued November 15, 2006 and (e) Declaratory Ruling on a Transfer Transaction, Case 16-E-0401, issued September 19, 2016.

HARQUAHALA

13. Arizona Corporation Commission Power Plant & Transmission Line Siting Committee, Certificate of Environmental Compatibility, approved June 13, 2000, amended November 3, 2000, amended January 8, 2003.

14. Maricopa County Air Quality District, Prevention of Significant Deterioration (PSD)/ Title V Permit # V99-015, obtained February 15, 2001, renewed December 27, 2011 and April 11, 2017, expires April 30, 2022.

15. Arizona Aquifer Protection Permit #P-104190, approved 7/8/2010 with no expiration.

16. Maricopa County Environmental Services Department Drinking Water Permit to Operate #DW-00330 [07518]), expiration 12/31/2018

17. Maricopa County Environmental Services Department Authorization to Discharge Under a General Aquifer Protection Permit #11261. Issued 3/25/2002, no expiration.

18. Maricopa County Planning and Development, Amendment of Comprehensive Plan Land Use Designation, approved August 9, 2000.

19. Maricopa County Planning and Development, Special Use Permit to Allow Power Plant in a Rural-43 District, #Z2000049, issued August 9, 2000, expires 40 years from date of approval.

20. FERC, FPA Section 204 blanket approval for issuance of securities and assumption of liabilities.

21. FERC, FPA Section 205 market-based rates authorization.

22. FERC, certification by Harquahala of EWG status, as determined under 18 CFR Part 366 and as set forth in a FERC Order issued in 2003.

23. FCC Radio Station Authorization, FCC Registration No. 0009404625, call Sign WPXJ490, grant date: April 16, 2003, effective Nov 06, 2003, expiration date: April 16, 2023. (Plant Radios).

24. FCC Radio Station Authorization FCC Registration No. 0021663364, call Sign WPVA462, grant date: April 17, 2012, effective date: June 6, 2022. (Plant Radios).

25. FCC Radio Station Authorization, FCC Registration No. 0021663364, call Sign WPVA463, grant date: April 17, 2012, effective date: April 17, 2012, expiration date: June 7, 2022. (Transmission Line/ Switchyard Microwave).

26. FCC Radio Station Authorization, FCC Registration No. 0021663364, call Sign WPVA496, grant date: April 17, 2012, effective date: April 17, 2012, expiration date: June 8, 2022. (Transmission Line/ Switchyard Microwave).

27. FCC Radio Station Authorization, FCC Registration No. 0021663364, call Sign WPVA893, grant date: April 17, 2012, effective date: April 17, 2012, expiration date: June 10, 2022. (Transmission Line/ Switchyard Microwave).

MILLENNIUM

28. MDEP Final 7.02 Air Quality Plan Approval, approved March 13, 2000, amended Final March 16, 2005, amended Final October 19, 2017.

29. MDEP Air (Title V) Operating Permit, issued March 25, 2005; Proposed Air (Title V) Operating Permit dated April 2, 2010 (application to renew has been filed with MDEP)

30. Southbridge Department of Public Works, Industrial User Discharge Permit No. 11, issued November 1, 1999, reissued October 28, 2004, reissued December 12, 2011, reissued February 2, 2017, expires February 1, 2022.

31. MADEP Water Withdrawal Permit #9P2-2-09-278.01, issued January 28, 1998, modified September 26, 2003, expires August 31, 2017 (application to extend has been filed with MADEP).

32. Massachusetts Energy Facilities Siting Board, Final Decision, issued November 3, 1997.

33. MADEP Final Massachusetts Budget Trading Program Emissions Control Plan Approval, approved December 9, 2008.

34. FERC, FPA Section 204 blanket approval for issuance of securities and assumption of liabilities.

35. FERC, FPA Section 205 market-based rates authorization.

36. FERC, certification by Millennium of EWG status, as determined under 18 CFR Part 366 and as set forth in a FERC Order issued in 2003.

37. FCC Radio Station Authorization, FCC Registration No. 0004679452, call Sign WPPB657, grant date: July 23, 2004, effective date: July 23, 2004, expiration date: October 7, 2024.

38. FCC Radio Station Authorization, FCC Registration No. 0004679452, call Sign WQCQ909, grant date: May 5, 2005, effective date: May 5, 2005, expiration date: May 5, 2025.

39. FCC Radio Station Authorization, FCC Registration No. 0004679452, call Sign WQAF336, grant date: May 3, 2004, effective date: May 3, 2004, expiration date: September 23, 2022.

SCHEDULE 4.01(o)
TO
SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AND GUARANTY AGREEMENT

ENVIRONMENTAL DISCLOSURE

Part I – Non-compliance with Environmental Laws and Environmental Permits

None.

Part II – Properties on the NPL or CERCLIS or any analogous state or local list, or existence of Hazardous Materials on site in storage tanks, surface impoundments, septic tanks, pits, sumps or lagoons

ATHENS PROJECT
Indoor aboveground wastewater treatment tanks, including an ~8,000 gal. oil/water separator
Indoor concrete floor drains and wastewater treatment sump(s)
2 underground oil-water separators for stormwater discharge
1,500-gallon 50% sodium hydroxide solution AST
1,500-gallon caustic solution AST
2,500-gallon 37% to 42% ferric chloride solution AST
1,500-gallon caustic AST
500-gallon 94% sulfuric solution AST
A 4,000,000-gallon fuel oil AST (currently empty and closed with the State)
1,500-gallon 12% to 15% sodium hypochlorite solution AST
Three 9,100-gallon combustion turbine (CT) lube oil ASTs
Three 4,011-gallon steam turbine (ST) lube oil ASTs
Three 20,000-gallon 19% aqueous ammonia ASTs
A 500-gallon diesel AST
A 350-gallon diesel AST
Stormwater pond, which did contain rainwater mixed with propylene glycol (a non-hazardous substance that contribute to biological oxygen demand [BOD]) from a cooling system pipe leak.

MILLENNIUM PROJECT
Indoor concrete floor drains and wastewater sump(s)
An indoor underground oil-water separator for stormwater discharge
An empty 1,200,000-gallon No. 2 oil AST
A 20,300-gallon 19% aqueous ammonia AST
A 150-gallon aboveground oil/water separator (OWS)
A 6,500-gallon combustion turbine (CT) lube oil
A 1,000-gallon combustion turbine (CT) lube oil AST
A 4,700-gallon steam turbine (ST) lube oil AST
A 260-gallon lube oil AST
A 5,000-gallon sulfuric acid AST
A 4,400-gallon sodium hypochlorite AST

A 2,000-gallon water tower corrosion inhibitor AST
An 850-gallon water treatment AST
A 350-gallon diesel fuel AST

HARQUAHALA PROJECT
Zero liquid Discharge (ZLD) treatment tanks/vessels (above ground)
Indoor concrete floor drains and ZLD sump(s)
A 60,000 gallon 19% ammonium hydroxide AST
A 45,000 gallon Soda Ash AST
A 45,000 gallon hydrated lime AST
A 10,000 gallon magnesium chloride AST
3, 9,100 gallon lube oil ASTs
A 2,000 gallon and a 75 gallon sodium hypochlorite ASTs
2, 8,500 gallon, a 75 gallon and a 5,600 gallon 93% sulfuric acid ASTs
2, 8,500 gallon 12.5% sodium hypochlorite AST
3, 1,800 gallon oil reserve AST
3, 3,600 gallon lube oil ASTs
A 3,000 gallon ferric chloride AST
2, 1,550 scale/corrosion inhibitor ASTs
A 1,350 gallon and 2, 500 gallon diesel fuel ASTs
A 1,000 38% calcium chloride AST
A 385 gallon used oil AST
A 240 gallon gasoline AST
3, 100 gallon control oil ASTs
3, 200 gallon hydraulic oil ASTs
3, 1,880 gallon underground oil water separators
2, 625 gallon sodium hydroxide ASTs

Part III – Investigations of disposal of Hazardous Materials

None.

SCHEDULE 4.01(q)
TO
SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AND GUARANTY AGREEMENT

PRE-PETITION DEBT

Pre-Petition Debt of the Loan Parties under the Pre-Petition First Lien Credit Agreement in a principal amount outstanding thereunder as set forth below as of the date hereof.

Loan	Balance
Term B Facility (as defined in the Pre-Petition First Lien Credit Agreement)	$465,114,835.06
Revolving Credit Facility (as defined in the Pre-Petition First Lien Credit Agreement)	$132,953,263.52
Revolving Letter of Credit Facility (as defined in the Pre-Petition First Lien Credit Agreement) [Emergency Loan Facility (as defined in the Pre-Petition First Lien Credit Agreement)]	$26,771,841.00 [$5,000,000.00]

Revolving Letters of Credit:

Letter of Credit #	Issuing Bank	Beneficiary	Issuance/Renewal Date	Amount needed	Expiry Date	Reason for LC
BBUSA-2012-1	Beal Bank USA	Public Service Company of New Mexico	10/30/2017	$44,792	10/31/2018	Tax Indemnity with Hassayampa Agreement for Harquahala
BBUSA-2012-3	Beal Bank USA	Director of the Arizona Department of Environmental Quality, Water Quality Division	12/31/2017	$300,127	12/31/2018	Decommission of Pond at Harquahala to put Water back to original state
IS0010612	Wells Fargo	St. Paul Fire and Marine Insurance Company	12/31/2017	$100,000	12/31/2018	Secure OCIP outstanding claims for MACH Gen
IS0010816	Wells Fargo	Town of Charlton	4/6/2017	$3,706,836	12/31/2018	Decommissioning costs guarantee for Millennium

Letter of Credit #	Issuing Bank	Beneficiary	Issuance/Renewal Date	Amount needed	Expiry Date	Reason for LC
IS0010814	Wells Fargo	Arizona Public Service Company	6/22/2017	$120,086	6/22/2018	Tax Indemnity with Hassayampa Agreement for Harquahala
SB-24946	Natixis	Greene County Industrial Development Agency	7/13/2017	$10,500,000	7/13/2018	Rent payments and PILOT for Athens
IS0010615	Wells Fargo	New York State Public Service Commission	7/31/2017	$7,000,000	7/31/2018	Decommissioning costs guarantee for Athens
IS0010633	Wells Fargo	Iroquois Gas Transmission System, L.P.	7/31/2017	$5,000,000	7/31/2018	Secure Firm Transport agreement for Athens

SCHEDULE 4.01(r)
TO
SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AND GUARANTY AGREEMENT

OWNED REAL PROPERTY

MILLENNIUM PROJECT					
Tax ID	**Owner of Record**	**Address**	**Acreage**	**Recording Info**	**County/State**
62-A-2	Millennium Power Partners, L.P. 4/98	10 Sherwood Ln – Town of Charlton	70.81	Deed Book 19877, Pg 74	Worcester, MA
62-A-3	Millennium Power Partners, L.P. 4/98	Southbridge Rd – Town of Charlton	1.82	Deed Book 79877, Pg 85	Worcester, MA
62-A-5	Millennium Power Partners, L.P. 4/98	10 Sherwood Ln – Town of Charlton	1.33	Deed Book 19877, Pg 81	Worcester, MA
62-A-6.1	Millennium Power Partners, L.P.	Southbridge Rd – Town of Charlton	60.84	Deed Book 19877, Pg 65	Worcester, MA

ATHENS PROJECT					
Tax ID	**Owner of Record**	**Address**	**Acreage**	**Recording Info**	**County/State**
104.00-3-28.21	New Athens Generating Company, LLC	Town of Athens – Vacant Land	49.99	Deed Book 1145, Pg 71	Greene, NY
121.00-3-21.21	New Athens Generating Company, LLC	Rt 9W – Vacant Land *(small portion of plant sits on this parcel)*	45.65	Deed Book 1145, Pg 71	Greene, NY
139.00-4-23	New Athens Generating Company, LLC	331 Rte 385 – Mfg housing (Ballard)	7.98	Deed Book 1145, Pg 71	Greene, NY
139.00-3-57	New Athens Generating Company, LLC	94 Thorpe Rd – Family Residential (Sopris)	5.68	Deed Book 1145, Pg 71	Greene, NY
139.00-3-55	New Athens Generating Company, L.P.	10 Hidden Dr – Family Residential (Stone House)	2.99	Deed Book 1145, Pg 71	Greene, NY
121.00-3-19.2-1	New Athens Generating Company, LLC	9300 US RT 9W (Warehouse)	0	Improvement Ownership only	Greene, NY

HARQUAHALA PROJECT					
Tax ID	**Owner of Record**	**Address**	**Acreage**	**Recording Info**	**County/State**
506-30-017-C	New Harquahala Generating Company, LLC	2530 N 491st Ave, Tonopah, AZ 85354 (plant site)	73.03	Instrument# 20080644818	Maricopa, AZ
506-30-017-D	New Harquahala Generating Company, LLC	No Address – Vacant Land (surrounding plant site)	539.09	Instrument# 20061522668	Maricopa, AZ
401-47-048	New Harquahala Generating Company, LLC	No Address – Vacant Land	80	Instrument# 20061522668	Maricopa, AZ
401-47-047	New Harquahala Generating Company, LLC	No Address – Vacant Land	80	Instrument# 20061522668	Maricopa, AZ
401-47-049	New Harquahala Generating Company, LLC	No Address – Vacant Land	80	Instrument# 20061522668	Maricopa, AZ

SCHEDULE 4.01(s)
TO
SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AND GUARANTY AGREEMENT

LEASED REAL PROPERTY

ATHENS PROJECT
New Athens Generating Company, LLC
9300 US Highway 9W
Athens, NY 12015
County: Greene
Lessor: Greene County Industrial Development Agency
Lessee: New Athens Generating Company, LLC
Leased parcels are more particularly described in that certain Lease Agreement, dated December 1, 2001, amended and restated on May 1, 2003, by and between the Greene County Industrial Development Agency and Athens

MILLENNIUM PROJECT
Millennium Power Partners, L.P.
Dresser Hill Road (parcel of land off of this road)
Southbridge, Massachusetts 01550
County: Worcester
Lessor: Town of Southbridge
Lessee: Millennium Power Partners, L.P.
Leased parcels are more particularly described in that certain Lease Agreement, dated as of August 31, 1998, by and between the Town of Southbridge, Massachusetts and Millennium, as amended

SCHEDULE 4.01(t)
TO
SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AND GUARANTY AGREEMENT

MATERIAL CONTRACTS

ATHENS PROJECT

- Niagara-Athens Interconnection Facility and Interconnection Facility Premises Lease, dated October 12, 2007, by and between Athens and Niagara Mohawk Power Corporation, expires December 30, 2023

- Interconnection Agreement, dated April 27, 2001, effective May 15, 2001, by and between Athens and Niagara Mohawk Power Corporation, expires March 1, 2031

- Special Protection System Engineering, Construction and Implementation Agreement, dated February 7, 2007, effective December 14, 2006, by and between Athens and Niagara Mohawk Power Corporation, d/b/a National Grid, amended and restated on December 21, 2012, effective June 31, 2014, expires June 31, 2024

- Interconnection Facilities Agreement, dated October 24, 2001, by and between Athens and Iroquois Gas Transmission System, LP, effective September 1, 2003, expires September 1, 2018

- Operations and Maintenance Agreement for the Athens Interconnection Facility, dated October 24, 2001, by and between Athens and Iroquois Gas Transmission System, LP

- Operational Balancing Agreement, dated October 24, 2001, by and between Athens and Iroquois Gas Transmission System, LP, effective January 7, 2003

- Second Amended and Restated Term Warranty Contract, effective as of July 25, 2016, by and between Siemens Energy, Inc. and Athens

- Lease Agreement, dated December 1, 2001, amended and restated on May 1, 2003, by and between the Greene County Industrial Development Agency and Athens, expires December 30, 2023

- Second Amended and Restated Operation and Maintenance Agreement between New Athens Generating Company, LLC and NAES Corporation dated as of January 1, 2013, as amended on March 1, 2015, extended on September 14, 2015, December 28, 2016, and December 22, 2017, expires December 31, 2018

- Payment in Lieu of Tax Agreement, dated as of May 1, 2003, by and between Greene County Industrial Development Agency and Athens, expires May 1, 2023

- PILOT Mortgage and Security Agreement, dated as of May 1, 2003, from Greene County Industrial Development Agency and Athens to Greene County Industrial Development Agency and recorded in Book 1710 at Page 281 in the Greene County Clerk's Office, Instrument No. 4289

- SPPA-T3000 Life Cycle Maintenance Program (LCMP), dated May 1, 2013, by and between Siemens Energy, Inc. and Athens, expires April 30, 2023

- Pipeline Crossing Agreement (No. NYC-038807), dated May 24, 2001, by and between CSX Transportation, Inc. and Athens Generating Company L.P., as amended by that Supplemental Agreement, dated February 14, 2002, expires May 31, 2024

- Wireline Crossing Agreement (No. NYC-039224), dated May 24, 2001, by and between CSX Transportation, Inc. and Athens Generating Company L.P., as amended by that Supplemental Agreement, dated February 14, 2002, expires May 31, 2024

- Power Sales and Energy Management Agreement, dated September 1, 2016, as amended on September 1, 2016, February 20, 2018, March 31, 2018, April 30, 2018 and May 31, 2018, by and between Talen Energy Marketing, LLC and Athens

MILLENNIUM PROJECT

- Interconnection Service Agreement, dated November 26, 1997, by and between Millennium and New England Power Company

- Service Agreement for Network Integration Transmission Service, effective February 1, 2002, by and between Millennium and New England Power Company

- Letter Agreement, dated November 6, 1997, by and between Millennium and Tennessee Gas Pipeline Company

- Balancing Agreement, dated March 15, 2000, by and between Millennium and Tennessee Gas Pipeline Company

- Second Amended and Restated Term Warranty Contract, effective as of July 25, 2016, by and between Siemens Energy, Inc. and Millennium

- Lease, dated as of August 31, 1998 by and between the Town of Southbridge, Massachusetts and Millennium, as amended

- Agreement, dated as of March 6, 1997, by and between Millennium and Town of Charlton, Massachusetts, expires July 1, 2021

- Decommissioning Agreement, dated November 25, 1997, by and between Millennium and Town of Charlton, Massachusetts, expires July 1, 2020

- Second Amended and Restated Operation and Maintenance Agreement between Millennium Power Partners, L.P. and NAES Corporation dated as of January 1, 2013, as amended on March 1, 2015, extended on September 14, 2015, December 28, 2016, and December 22, 2017, expires December 31, 2018

- Water Supply Agreement, dated January 5, 1998, by and between Millennium and the Town of Southbridge, MA, expires January 5, 2028

- Agreement, dated November 5, 1998, by and between Millennium and the Town of Southbridge, MA

- Amended and Restated Water Rights Agreement, dated January 24, 2014, by and between Millennium and Southbridge Associates II, LLC

- Water Withdrawal Registration Partial Transfer Agreement, dated June 5, 1997, by and between Millennium and American Optical Corporation (f/k/a American Optical Company)

- Water and Water Return Line Easement Agreement, dated January 29, 1999, by and between Millennium and Southbridge Associates Limited Partnership

- Water and Return Line Easement Agreement, dated February 25, 1998, by and between Millennium and Schott North America (f/k/a Schott Fiber Optic, Inc.), as amended by First Amendment to Water and Water Return Line Easement Agreement, dated as of February 19, 1999

- Market Participant Service Agreement, dated February 1, 2005, by and between Millennium and ISO New England Inc.

- Letter Agreement, dated September 1, 2011, by and between Millennium and Southbridge Associates II, LLC, with an additional Letter Agreement, dated September 24, 2013, by and between Millennium and Southbridge Associates II, LLC

- SPPA-T3000 Life Cycle Maintenance Program (LCMP), dated March 13, 2015, by and between Siemens Energy, Inc. and Millennium, expires December 31, 2024

- Power Sales and Energy Management Agreement, dated August 4, 2016, as amended on August 3, 2016, February 20, 2018, March 31, 2018, April 30, 2018 and May 31, 2018, by and between Talen Energy Marketing, LLC and Millennium

HARQUAHALA PROJECT

- Water Protection Agreement, dated July 11, 2000, by and between Harquahala, the Harquahala Valley Irrigation District and Harquahala Valley Power District

- ANPP Hassayampa Switchyard Interconnection Agreement, dated November 1, 2001, by and among various parties, including Salt River Project Agricultural Improvement and Power District and Harquahala

- Water Delivery Agreement, dated July 11, 2000, between Harquahala and the Harquahala Valley Irrigation District

- Letter Agreement, dated November 27, 2000, by and between Harquahala and El Paso Natural Gas Company

- Agreement for the Delivery of Excess Central Arizona Project Water, dated May 21, 2004, by and between Harquahala and the Central Arizona Water Conservation District

- Operational Balancing Agreement, dated February 28, 2003, between Harquahala and El Paso Natural Gas Company

- Amended and Restated Term Warranty Contract, by and between Siemens Energy, Inc. and Harquahala, effective as of September 28, 2017

- Second Amended and Restated Operation and Maintenance Agreement between New Harquahala Generating Company, LLC and NAES Corporation, effective as of January 1, 2014, as amended on March 1, 2015, extended on September 14, 2015, December 28, 2016, and December 22, 2017, expires December 31, 2018

- SPPA-T3000 Life Cycle Maintenance Program Proposal, dated August 21, 2013, for Harquahala by Siemens Energy, Inc., expires August 21, 2023, and related Purchase Orders, dated August 29, 2013

- Control Area Services Agreement, dated September 12, 2003, and Transmission Owner/Operator Services Agreement, dated May 5, 2008, in each case as extended pursuant to (a) the letter agreement dated April 11, 2011, (b) the letter agreement dated December 12, 2012, (c) the letter agreement dated October 29, 2013, (d) the letter agreement dated September 14, 2015, (e) the letter agreement dated December 29, 2016, (f) the letter agreement dated September 27, 2017, (g) the letter agreement dated January 30, 2018, (h) the letter agreement dated February 27, 2018, and (i) the letter agreement dated April 25, 2018, by and between Harquahala and Gridforce Energy Management, LLC (f/k/a Constellation Energy Control and Dispatch, LLC)

- License Agreement, dated February 13, 2001, by and between Harquahala and Southern California Edison Company

- Amended and Restated Southwest Reserve Sharing Group Participation Agreement, effective as of June 28, 2017, by and among various participants (including Harquahala)

- Reliability Coordinator Funding Agreement, dated July 30, 2015, between Peak Reliability, Inc. and Harquahala

- Energy Management Agreement, dated June 8, 2017 between Harquahala and EDF Energy Services, LLC

- ISDA Master Agreement, dated as of June 8, 2017 between EDF Energy Services, LLC and Harquahala, including all Schedules, Credit Support Annexes, and other supplements attached thereto.

- Guarantee, dated as of June 8, 2017, by EDF Trading Limited

SCHEDULE 5.01(d)
TO
SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT AND GUARANTY AGREEMENT

INSURANCE

Defined terms used in this Schedule 5.01(d) (the "Schedule") and not otherwise defined herein shall have the meanings set forth in the Senior Secured Superpriority Debtor-in-Possession Credit and Guaranty Agreement dated as of [_____], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among NEW MACH GEN, LLC, a Delaware limited liability company, as Borrower, the Guarantors, the Lenders party thereto, CLMG Corp., as Collateral Agent, and CLMG Corp., as Administrative Agent.

1. The Borrower shall maintain, or cause to be maintained on its behalf and on behalf of its Subsidiaries, in effect at all times, the types of insurance set forth below, in form reasonably acceptable to the Administrative Agent and the Collateral Agent, with insurance carriers authorized to do business in the applicable states and rated "A- (size X)" or better by A.M. Best's Insurance Guide and Key Ratings (or an equivalent rating by another nationally recognized insurance rating agency of similar standing if A.M. Best's Insurance Guide and Key Ratings shall no longer be published), or insurance companies of similar size with a financial strength rating of "A" or better by S&P or other insurance companies of recognized responsibility satisfactory to the Administrative Agent and the Collateral Agent:

   a. Commercial general liability insurance for the Projects on an "occurrence" policy form or AEGIS or comparable claims-first-made form, including coverage for property damage and bodily injury for premises/operations, explosion, collapse and underground hazards, products/completed operations, broad form property damage, blanket contractual liability, independent contractors and personal injury, with primary coverage limits of no less than $1,000,000 for injuries or death to one or more persons or damage to property resulting from any one occurrence and a $2,000,000 annual aggregate limit. Deductibles in excess of $1,000,000 shall be subject to review and approval of the Administrative Agent and the Collateral Agent.

   b. Automobile liability insurance, including coverage for owned, non-owned and hired automobiles for both bodily injury and property damage and containing appropriate no-fault insurance provisions or other endorsements in accordance with state legal requirements, with limits of no less than $1,000,000 per accident with respect to bodily injury, property damage or death. Deductibles in excess of

$250,000 shall be subject to review and approval of the Administrative Agent and the Collateral Agent.

c. If exposure exists, worker's compensation insurance on a guaranteed cost basis and employer's liability insurance, with a limit of not less than $1,000,000, disability benefits insurance and such other forms of insurance which the Borrower is required by law to provide for the Projects, providing statutory benefits, other states', USL&H and Jones Act endorsements (where exposure exists), covering loss resulting from injury, sickness, disability or death of the employees of Borrower. Deductibles in excess of $1,000,000 shall be subject to review and approval of the Administrative Agent and the Collateral Agent.

d. If exposure exists, aircraft/watercraft liability for all owned, hired, chartered or non-owned aircraft (fixed wing or rotary) and or/ watercraft liability with a limit of $50,000,000 each accident and hull physical damage cover with limits equivalent to the full value of the aircraft.

e. Umbrella / excess liability insurance of not less than $35,000,000 per occurrence and in the aggregate at all times, including sudden and accidental pollution shall be maintained at all times. Such coverages shall be on an occurrence policy form or AEGIS or comparable claims-first-made form and over and above coverages provided by the policies described in paragraphs (a), (b) and (c) above and shall not contain endorsements which restrict coverages as set forth in paragraphs (a), (b) and (c) above, and which are provided in the underlying policies.

f. "All risk" property insurance coverage for the Projects' insurable assets (including physical damage on the New Harquahala 500kV transmission line between the generating plant and the Hassayampa Switchyard) in the amount not less than full replacement cost or a blanket loss limit equal to the highest replacement cost values at any one location with no coinsurance penalty, with no deduction for depreciation and providing, without limitation: coverages against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, terrorism (with form acceptable to the Administrative Agent and the Collateral Agent), sabotage, malicious mischief, aircraft, vehicles, smoke, other risks from time to time included under "all risk" or "extended coverage" policies, earthquake, flood and named windstorm, each subject to a per occurrence and annual aggregate sublimit of $400,000,000; for all locations, collapse, sinkhole, subsidence and such other perils as Administrative Agent and the Collateral Agent, after consultation with the independent insurance consultant and the Borrower, may from time to time require to be insured.

g. Insurance that the Secured Parties and the Borrower may, from time to time, agree in writing to require with (i) a sublimit of not less than $10,000,000

(non-aggregated) for on-site clean-up and/or debris removal required as a result of the occurrence of an insured risk; (ii) off-site coverage with a per occurrence limit of $10,000,000; (iii) transit coverage (including ocean cargo where ocean transit exposure exists) with a per occurrence limit of not less than $10,000,000 or such higher amount as to cover replacement cost of property at risk; (iv) expediting insurance in an amount not less than $10,000,000; and (v) machinery breakdown coverage on a "comprehensive" basis including breakdown and repair with limits not less than the full replacement cost of the insured objects. Property insurance coverage shall not contain an exclusion for freezing, mechanical breakdown or resultant damage caused by faulty workmanship, design or materials. The policy shall allow the Borrower the option to not repair, rebuild or replace damaged property following a covered loss, subject to policy conditions on valuation in the event that the Borrower does elect to not repair, rebuild or replace damaged property.

h. The policy/policies required in "f" above shall include a sublimit of not less than $10,000,000 for increased cost of construction coverage, debris removable, and building ordinance coverage to pay for loss of "undamaged" property which may be required to be replaced due to enforcement of local, state, or federal ordinances.

i. All such policies required in "f," "g" and "h" above may have deductibles of not greater than $5,000,000 for physical damage per occurrence all locations, except for earthquake, flood and named windstorm.

j. Pollution Legal Liability of not less than $2,000,000 per occurrence and in the aggregate including preexisting and new conditions for on-site and off-site cleanup, bodily injury and property damage. Such cover shall be in such form and with such deductibles as acceptable to the Administrative Agent and the Collateral Agent.

k. Such other or additional insurance (as to risks covered, policy amounts, policy provisions or otherwise) as, under Prudent Industry Practice, are from time to time insured against for property and facilities similar in nature, use and location to the Projects which the Administrative Agent or the Collateral Agent may reasonably require.

2. In the event any insurance (including the limits or deductibles thereof) hereby required to be maintained, other than insurance required by law to be maintained shall not be available or commercially feasible in the commercial insurance market, the Secured Parties shall not unreasonably withhold their agreement to waive such requirement to the extent the maintenance thereof is not so available; provided, however, that: (i) the Borrower shall first request any such waiver in writing ten (10) Business Days prior to the policy renewal, which request shall be

accompanied by written reports prepared by the Borrower's insurance broker and the independent insurance consultant certifying that such insurance is not reasonably available and commercially feasible in the commercial insurance market for electric generating plants of similar type and capacity (and, in any case where the required amount is not so available, certifying as to the maximum amount which is so available) and explaining in detail the basis for such conclusions, such insurance advisers and the form and substance of such reports to be reasonably acceptable to the Administrative Agent and the Collateral Agent; (ii) at any time after the granting of any such waiver, the Administrative Agent and the Collateral Agent may request, and the Borrower shall furnish to the Administrative Agent and the Collateral Agent within fifteen (15) days after such request, supplemental reports reasonably acceptable to the Administrative Agent and the Collateral Agent from such insurance advisers updating their prior reports and reaffirming such conclusion; and (iii) any such waiver shall be effective only so long as such insurance shall not be available and commercially feasible in the commercial insurance market, it being understood that the failure of the Borrower to timely furnish any such supplemental report shall be conclusive evidence that such waiver is no longer effective because such condition no longer exists, but that such failure is not the only way to establish such non-existence.

3. Endorsements. Policies issued pursuant hereto shall contain the following or equivalent unless waived by Administrative Agent and the Collateral Agent with the consent of the Secured Parties in accordance with the Credit Agreement. All policies of liability insurance required to be maintained shall be endorsed as follows: (i) to name the Borrower or the Guarantors, as applicable, and its respective officers and employees as named insureds, and to name the Administrative Agent, the Collateral Agent and the Secured Parties and their respective officers and employees as additional insureds; (ii) to provide a severability of interests and cross liability clause; and (iii) to provide that the insurance shall be primary and not excess to or contributing with any insurance or self-insurance maintained by the Secured Parties.

4. Waiver of Subrogation. The Borrower and each of its Subsidiaries hereby waives any and every claim for recovery from the Secured Parties, the Administrative Agent and the Collateral Agent for any and all loss or damage covered by any of the insurance policies to be maintained under the Loan Documents to the extent that such loss or damage is recovered under any such policy. Inasmuch as the foregoing waiver will preclude the assignment of any such claim to the extent of such recovery, by subrogation (or otherwise), to an insurance company (or other Person), the Borrower shall give written notice of the terms of such waiver to each insurance company which has issued, or which may issue in the future, any such policy of insurance (if such notice is required by the insurance policy) and shall cause each such insurance policy to be properly endorsed by the issuer thereof to, or to otherwise contain one or more provisions that, prevent the

invalidation of the insurance coverage provided thereby by reason of such waiver. Insurer to provide that there shall be no recourse against any Secured Party for payment of premiums or other amounts with respect thereto.

5. Additional Provisions.

a. Loss Notification: The Borrower shall promptly notify the Administrative Agent and the Collateral Agent of any Casualty Event likely to give rise to a claim under the physical damage insurance policy for an amount in excess of $5,000,000.

b. Payment of Loss Proceeds: The all-risk, property, machinery, marine cargo, transit, physical damage and other applicable first party insurance policies shall include a standard lender's 438 BFU loss payable endorsement (or other acceptable endorsement) in favor of the Collateral Agent and shall name the Collateral Agent as sole loss payee.

c. The loss payable endorsement described in the previous paragraph shall contain non-vitiation language reasonably acceptable to the Administrative Agent and the Collateral Agent which shall provide that in the event that any of the Loan Parties performs a vitiating act that might otherwise void coverage, the coverage will remain in full force and effect for the benefit of the Secured Parties.

d. Loss Adjustment and Settlement: A loss under any of the first party policies (including property and machinery) shall be adjusted with the insurance companies, including the filing in a timely manner of appropriate proceedings, by the Borrower, subject to the approval of the Administrative Agent and the Collateral Agent, which shall be not unreasonably withheld or delayed, for any claims incurred above an annual cumulative claim amount of $5,000,000. In addition, the Borrower may in its reasonable judgment consent to the settlement of any loss, provided that in the event that the amount of the loss exceeds $5,000,000 the terms of such settlement are approved by the Administrative Agent and the Collateral Agent (which approval shall not be unreasonably withheld or delayed).

e. In the event that any Loan Party fails to respond in a timely and appropriate manner (as reasonably determined by the Administrative Agent and the Collateral Agent) to take any steps necessary or reasonably requested by the Administrative Agent or the Collateral Agent to collect from any insurers for any loss covered by any insurance required to be maintained by this Schedule, the Administrative Agent and the Collateral Agent shall have the right to make all proofs of loss, adjust all claims and/or receive all or any part of the proceeds of the foregoing insurance policies, either in its own name or the name of the Borrower; provided, however, that such Loan Party shall, upon the Administrative Agent's or the Collateral Agent's request and at such Loan Party's own cost and

expense, make all proofs of loss and take all other steps necessary or reasonably requested by the Administrative Agent or the Collateral Agent, as the case may be, to collect from insurers for any loss covered by any insurance required to be obtained by this Schedule.

f. Policy Cancellation and Change: All policies of insurance required to be maintained pursuant to this Schedule shall be endorsed so that if at any time they should be canceled, or coverage be materially reduced, such cancellation or reduction shall not be effective as to the Secured Parties for forty-five (45) days, except for non-payment of premium which shall be for ten (10) days, after receipt by the Administrative Agent and the Collateral Agent of written notice from such insurer (or the Borrower's insurance broker) of such cancellation or reduction. Such policy provisions shall also provide that in the event the Borrower fails to pay the premium, the Collateral Agent and the Administrative Agent shall have the right (but not the obligation) to pay the premium and continue coverage. Suspension of coverage for machinery breakdown for specific equipment due to the insurers exercising a suspension clause will be immediate but the Borrower or its insurance broker shall provide immediate written notification as soon as coverage is suspended.

g. Miscellaneous Policy Provisions: The all-risk, property and machinery insurance policies shall (A) not include any annual or term aggregate limits of liability or clause requiring the payment of an additional premium to reinstate the limits after loss except as regards the insurance applicable to the perils of flood, earth movement, named windstorm, and (subject to agreement with the Administrative Agent and the Collateral Agent) sabotage and terrorism, (B) include the Administrative Agent and the Collateral Agent as additional insured on behalf of the Secured Parties in all policies (where permitted by applicable law), and (C) include a clause requiring the insurer to make final payment on any claim within ninety (90) days after the submission of final proof of loss and its acceptance by the insurer.

6. Separation of Interests: All liability policies shall insure the interests of the Secured Parties regardless of any breach or violation by the Loan Parties, or any other Person of warranties, declarations or conditions contained in such policies, or any action or inaction of the Loan Parties. This provision may be satisfied with a policy endorsement acceptable to the Administrative Agent and the Collateral Agent with the advice of their independent insurance consultant.

7. Reinstatement or Replacement of Limits: In the event that the insurance policies for this transaction are also insuring other assets that are not part of this transaction, in the event that limits or sub limits (including any aggregated limits or sub limits) are eroded due to losses at other locations, the Loan Parties shall

immediately have the limits or sub limits reinstated or replaced for the benefit of the assets in this transaction.

8. Evidence of Insurance. On the DIP Effective Date and on an annual basis within 15 days of each policy anniversary, the Borrower shall furnish the Administrative Agent and Collateral Agent with (i) certification of all required insurance marked "premium paid" or accompanied by other evidence of payment reasonably satisfactory to the Administrative Agent and the Collateral Agent and (ii) a schedule of the insurance policies held by or for the benefit of the Loan Parties and required to be in force by the provisions of this Schedule. Such certification shall be executed by each insurer or by an authorized representative of each insurer where it is not practical for such insurer to execute the certificate itself Such certification shall identify carriers, the type of insurance, the insurance limits and the policy term and shall specifically list the special provisions enumerated for such insurance required by this Schedule. The schedule of insurance shall include the name of the insurance company, policy number, type of insurance, major limits of liability and expiration date of the insurance policies. Upon reasonable prior written request, the Borrower and each of the Guarantors will (i) permit the Administrative Agent and the Collateral Agent to inspect copies of all insurance policies at the office of the Borrower or the Guarantors during normal business hours and (ii) furnish the Administrative Agent and the Collateral Agent with copies of all binders and cover notes or other evidence of such insurance relating to the insurance required to be maintained hereunder, provided that after the occurrence of any Default or any Event of Default, upon request, the Borrower will furnish the Administrative Agent and the Collateral Agent with copies of the insurance policies relating to the Projects.

9. Reports. Concurrently with the furnishing of the certification referred to in Paragraph 8 above, the Borrower shall furnish the Administrative Agent and the Collateral Agent with a letter from its insurance broker, signed by an officer of the insurance broker, stating that in the opinion of the insurance broker, the insurance then carried or to be renewed is in accordance with the terms of this Schedule. Such report shall not be subject to any non-customary qualification with respect to the scope of review or the information made available.

10. Failure to Maintain Insurance. In the event the Borrower fails to maintain, or fails to cause to be maintained the full insurance coverage required by this Schedule, the Administrative Agent or the Collateral Agent, upon thirty (30) days' prior notice (unless the aforementioned insurance would lapse within such period, in which event notice should be given as soon as reasonably possible) to the Borrower of any such failure, may (but shall not be obligated to) take out the required policies of insurance and pay the premiums on the same. All amounts so advanced therefore by the Administrative Agent or the Collateral Agent shall become an additional Obligation of the Borrower, and the Borrower shall

forthwith pay such amounts to the Administrative Agent, together with Default Interest thereon from the date so advanced until fully paid.

11. No Duty of Collateral Agent to Verify or Review. No provision of this Schedule or any provision of any Loan Document shall impose on the Administrative Agent, the Collateral Agent or any Secured Party any duty or obligation to verify the existence or adequacy of the insurance coverage maintained pursuant to this Schedule, nor shall the Administrative Agent, the Collateral Agent or any Secured Party be responsible for any representations or warranties made by or on behalf of the Borrower to any insurance company or underwriter. Any failure on the part of the Administrative Agent, the Collateral Agent or any Secured Party to pursue or obtain the evidence of insurance required by this Agreement and/or failure of the Administrative Agent, the Collateral Agent or any Secured Party to point out any noncompliance of such evidence of insurance shall not constitute a waiver of any of the insurance requirements in this Agreement.

12. Foreclosure. In the event of a foreclosure of any of the Projects under any Loan Document or other transfer of a title to any of the Projects in extinguishment in whole or in part of the Obligations, all right, title and interest of the Loan Party in and to the insurance policies then in force concerning such Project and all proceeds payable thereunder shall thereupon vest in the Administrative Agent or the purchaser at such foreclosure or other transferee in the event of such other transfer of title.

13. Notice of Injurious Exposure to Conditions. It is agreed that failure of any agent, servant, or employee of the insured other than the owner, partner of any partnership, or an officer of the insured to notify the company of any occurrence of which he has knowledge shall not invalidate the insurance afforded by this policy as respects the named insured and additional insureds.

14. No Coinsurance. All insurance coverage shall be on a "no coinsurance or self-insurance/replacement cost" basis and in such form (including the form of the loss payable clauses) as shall be acceptable to Administrative Agent and the Collateral Agent (which acceptance shall not be unreasonably withheld).

15. Claims Made Forms. In the event that any policy is written on a "claims-made" basis and such policy is not renewed or the retroactive date of such policy is to be changed, the Borrower shall obtain for each such policy or policies the broadest basic and supplemental extended reporting period coverage ("tail" coverage) or prior acts coverage ("nose" coverage) as is reasonably available in the commercial insurance market for each such policy or policies and shall provide Administrative Agent and the Collateral Agent with proof that such extended reporting period coverage or prior acts coverage has been obtained.

EXHIBIT A

FORM OF NOTE

$[_____] Dated: [_____]

FOR VALUE RECEIVED, the undersigned, NEW MACH GEN, LLC, a Delaware limited liability company (the "***Borrower***"), HEREBY PROMISES TO PAY [_____] or its registered assigns (the "***Lender***") for the account of its Lending Office (as defined in the Credit Agreement referred to below) the aggregate principal amount of $[_____] ([_____] DOLLARS AND NO CENTS) (the "***DIP Loan***") pursuant to the Senior Secured Superpriority Debtor-In-Possession Credit and Guaranty Agreement, dated as of [●], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"; terms defined therein, unless otherwise defined herein, being used herein as therein defined), among the Borrower, the Guarantors, the Lenders party thereto, CLMG Corp., as Collateral Agent, and CLMG Corp., as Administrative Agent, on the dates and in the amounts provided in the Credit Agreement and in any event in full on the DIP Loan Maturity Date.

The Borrower promises to pay interest on the unpaid principal amount of the DIP Loan from the date of such DIP Loan until such principal amount is paid in full, at such interest rates, and payable at such times, as are specified in the Credit Agreement.

Both principal and interest are payable in lawful money of the United States of America to the Administrative Agent, not later than 11:00 A.M. (New York City time) on the day when due at the Administrative Agent's Account in same day funds. The DIP Loan owing to the Lender by the Borrower, and all payments made on account of principal thereof, shall be recorded by the Lender and, prior to any transfer hereof, endorsed on the grid attached hereto, which is part of this Note; *provided*, *however*, that the failure of the Lender to make any such recordation or endorsement shall not affect the Obligations of the Borrower under this Note.

This Note is one of the Notes referred to in, and is entitled to the benefits of, the Credit Agreement. The Credit Agreement, among other things, contains provisions for acceleration of the maturity hereof upon the happening of certain stated events and also for prepayments on account of principal hereof prior to the maturity hereof upon the terms and conditions therein specified. The obligations of the Borrower under this Note and the other Loan Documents, and the obligations of the other Loan Parties under the Loan Documents, are secured by the Collateral as provided in the Loan Documents.

This Note shall be governed by, and construed in accordance with, the laws of the State of New York.

NEW MACH GEN, LLC

By _____
Name:
Title:

EXHIBIT B-1

FORM OF
NOTICE OF BORROWING

NOTICE OF BORROWING

Dated: [_____][1]

CLMG Corp.,
as Administrative Agent for the Lenders party
to the Credit Agreement referred to below
7195 Dallas Parkway
Plano, Texas 75024
Attention: James Erwin
Fax: (469) 467-5550
E-mail: jerwin@clmgcorp.com

Ladies and Gentlemen:

The undersigned, NEW MACH GEN, LLC, a Delaware limited liability company (the "***Borrower***"), refers to the Senior Secured Superpriority Debtor-In-Possession Credit and Guaranty Agreement, dated as of [●], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"; capitalized terms being used herein but which are otherwise undefined having the meaning given to them in the Credit Agreement), among the Borrower, the Guarantors, the Lenders party thereto, CLMG Corp., as Collateral Agent, and CLMG Corp., as Administrative Agent, and certain other Persons party thereto from time to time, and hereby gives you notice, irrevocably, pursuant to Section 2.02 of the Credit Agreement that the undersigned hereby requests a Borrowing under the Credit Agreement (the "***Proposed Borrowing***"), and in connection with such request the Borrower sets forth below the information relating to the Proposed Borrowing as required by Section 2.02 of the Credit Agreement:

(i) The Business Day of the Proposed Borrowing is [_____], 20[__].

(iii) The aggregate amount of the Proposed Borrowing is $[_____].

(iv) The initial Interest Period for the Proposed Borrowing shall commence on the Business Day of the Proposed Borrowing and shall end on [_____], 20[__].

The undersigned, solely on behalf of the Borrower and not in any individual capacity, hereby certifies that the following statements are true on the date hereof, and will be true on the date of the Proposed Borrowing:

(A) The representations and warranties contained in each Loan Document are true and correct in all material respects on and as of the date of the Proposed Borrowing, before and after giving effect to the Proposed Borrowing (and the application of the proceeds therefrom), as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date); *provided*, that if a representation and warranty is qualified as to

[1] Insert date of Notice of Borrowing, which shall be not later than the third (3rd) Business Day prior to the Proposed Borrowing (or such later date and time as agreed in writing prior to such Borrowing by the Administrative Agent), as applicable pursuant to Section 2.02(a) and (b).

materiality, with respect to such representation and warranty, the materiality qualifier set forth in this clause (A) shall be disregarded.

(B) No Default has occurred and is continuing, or would result from the Proposed Borrowing (and the application of the proceeds therefrom).

Delivery of an executed counterpart of this Notice of Borrowing by telecopier or other electronic means shall be effective as delivery of an original executed counterpart of this Notice of Borrowing.

Very truly yours,

NEW MACH GEN, LLC

By _____
Name:
Title:

EXHIBIT C

FORM OF
ASSIGNMENT AND ACCEPTANCE

Reference is made to the Senior Secured Superpriority Debtor-In-Possession Credit and Guaranty Agreement, dated as of [●], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"; the terms defined therein, unless otherwise defined herein, being used herein as therein defined), among New MACH Gen, LLC, a Delaware limited liability company (the "***Borrower***"), the Guarantors, the Lenders party thereto, CLMG Corp., as Collateral Agent, and CLMG Corp., as Administrative Agent.

Each assignor referred to on Schedule 1 hereto (each, an "***Assignor***") and each assignee referred to on Schedule 1 hereto (each, an "***Assignee***") agrees severally with respect to all information relating to it and its assignment hereunder and on Schedule 1 hereto as follows:

(1) Such Assignor hereby sells and assigns, without recourse except as to the representations and warranties made by it herein, to such Assignee, and such Assignee hereby purchases and assumes from such Assignor, an interest in and to such Assignor's rights and obligations under the Credit Agreement as of the date hereof equal to the percentage interest specified on Schedule 1 hereto of all outstanding rights and obligations under the Credit Agreement. After giving effect to such sale and assignment, such Assignee's Commitments and the amount of the Loans owing to such Assignee will be as set forth on Schedule 1 hereto.

(2) Such Assignor (i) represents and warrants that its name set forth on Schedule 1 hereto is its legal name, that it is the sole legal and beneficial owner of the interest or interests being assigned by it hereunder and that such interest or interests are free and clear of any adverse claim, including, without limitation, any Lien, participation or other legal or beneficial interest of another Person; (ii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with any Loan Document by any Person other than Assignor or the execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, any Loan Document or any other instrument or document furnished pursuant thereto; (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under any Loan Document or any other instrument or document furnished pursuant thereto; and (iv) attaches the Note or Notes (if any) held by such Assignor and requests that the Administrative Agent exchange such Note or Notes for a new Note or Notes payable to the order of such Assignee in an amount equal to the aggregate Loans purchased and, if applicable, Commitments assumed by such Assignee pursuant hereto, or new Notes payable to the order of such Assignee in an amount equal to the aggregate Loans purchased and, if applicable, Commitments assumed by such Assignee pursuant hereto and to the order of such Assignor in an amount equal to the aggregate Loans and, if applicable, Commitments retained by such Assignor under the Credit Agreement, respectively, as specified on Schedule 1 hereto.

(3) Such Assignee (i) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements referred to in Section 4.01(i) thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance; (ii) agrees that it will, independently and without reliance upon any Agent, any Assignor or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iii) represents and warrants that its name set forth on Schedule 1 hereto is

its legal name; (iv) confirms that it is an Eligible Assignee; (v) appoints and authorizes each Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Loan Documents as are delegated to such Agent by the terms thereof, together with such powers and discretion as are reasonably incidental thereto; (vi) agrees that it will perform in accordance with their terms all of the obligations that by the terms of the Credit Agreement are required to be performed by it as a Lender; and (vii) attaches any U.S. Internal Revenue Service forms required under Section 2.11 of the Credit Agreement.

(4) Following the execution of this Assignment and Acceptance, it will be delivered to the Administrative Agent for acceptance and recording by the Administrative Agent. The effective date for this Assignment and Acceptance (the "***Effective Date***") shall be the date of acceptance hereof by the Administrative Agent, unless otherwise specified on Schedule 1 hereto.

(5) Upon such acceptance and recording by the Administrative Agent, as of the Effective Date, (i) such Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Acceptance, have the rights and obligations of a Lender thereunder and (ii) such Assignor shall, to the extent provided in this Assignment and Acceptance, relinquish its rights and be released from its obligations under the Credit Agreement (other than its rights and obligations under the Loan Documents that are specified under the terms of such Loan Documents to survive the payment in full of the Obligations of the Loan Parties under the Loan Documents to the extent any claim thereunder relates to an event arising prior to the Effective Date of this Assignment and Acceptance) and, if this Assignment and Acceptance covers all of the remaining portion of the rights and obligations of such Assignor under the Credit Agreement, such Assignor shall cease to be a party thereto.

(6) Upon such acceptance and recording by the Administrative Agent, from and after the Effective Date, the Administrative Agent shall make all payments under the Credit Agreement and the other Loan Documents in respect of the interest assigned hereby (including, without limitation, all payments of principal, interest and commitment fees with respect thereto) to such Assignee. Such Assignor and such Assignee shall make all appropriate adjustments in payments under the Credit Agreement and the other Loan Documents for periods prior to the Effective Date directly between themselves.

(7) This Assignment and Acceptance shall be governed by, and construed in accordance with, the laws of the State of New York.

(8) This Assignment and Acceptance may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of Schedule 1 to this Assignment and Acceptance by telecopier or other electronic means shall be effective as delivery of an original executed counterpart of this Assignment and Acceptance.

IN WITNESS WHEREOF, each Assignor and each Assignee have caused Schedule 1 to this Assignment and Acceptance to be executed by their officers thereunto duly authorized as of the date specified thereon.

SCHEDULE 1
TO
ASSIGNMENT AND ACCEPTANCE

ASSIGNORS:					
DIP Facility					
Percentage interest assigned	%	%	%	%	%
Commitment assigned	$	$	$	$	$
Outstanding principal amount of DIP Loan assigned	$	$	$	$	$
Principal amount of Note payable to **Assignor**	$	$	$	$	$

ASSIGNEES:					
DIP Facility					
Percentage interest assumed	%	%	%	%	%
Commitment assumed	$	$	$	$	$
Outstanding principal amount of DIP Loan assumed	$	$	$	$	$
Principal amount of Note payable to **Assignee**	$	$	$	$	$

Effective Date (if other than date of acceptance by Administrative Agent):

[1][_____], 20[__]

Assignors

_____, as Assignor
[Type or print legal name of Assignor]

By _____
Title:

Dated: _____, 20__

_____, as Assignor
[Type or print legal name of Assignor]

By _____
Title:

Dated: _____, 20__

_____, as Assignor
[Type or print legal name of Assignor]

By _____
Title:

Dated: _____, 20__

[1] This date should be no earlier than five (5) Business Days after the delivery of this Assignment and Acceptance to the Administrative Agent.

Assignees

_____, as Assignee
[Type or print legal name of Assignee]

By _____
Title:

Dated: _____, 20__
Lending Office:

_____, as Assignee
[Type or print legal name of Assignee]

By _____
Title:

Dated: _____, 20__
Lending Office:

Accepted [and Approved] this ____
day of _____, 20__

[2] CLMG Corp.,
as Administrative Agent

By _____
Title:

[Approved this ____ day
of _____, 20__

[3]NEW MACH GEN, LLC

By _____
Title:

[2] If required.

[3] If required.

EXHIBIT D-1

FORM OF
CONSENT AND AGREEMENT FOR
PERMITTED COMMODITY HEDGE AND POWER SALE AGREEMENTS

FORM OF SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CONSENT AND AGREEMENT

Dated as of [_____], 20[__]

Among

[_____],

as Contracting Party

and

[_____],

as Company

and

CLMG CORP.,

as Collateral Agent

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SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CONSENT AND AGREEMENT

This SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CONSENT AND AGREEMENT, dated as of [_____], 20[_] (this "***Consent***"), is entered into by and among [_____], a [_____] (together with its permitted successors and assigns, the "***Contracting Party***"), CLMG CORP., in its capacity as collateral agent for the First Lien Secured Parties (together with its successors, designees and assigns in such capacity, the "***Collateral Agent***"), and [_____], a [_____] (the "***Company***"). Terms defined in the Intercreditor Agreement referred to below and not otherwise defined herein are used herein as defined in the Intercreditor Agreement.

RECITALS

A. The Company is the owner of the [Athens Project][Harquahala Project][Millennium Project].

B. [The Borrower, the Company, the other Guarantors][1], the First Lien Administrative Agent, the Collateral Agent and the other Persons party thereto from time to time have entered into that certain Collateral Agency and Intercreditor Agreement, dated as of April 28, 2014 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "***Intercreditor Agreement***"), which sets forth the rights of the First Lien Secured Parties and the application of any proceeds and certain other matters.

C. The Borrower, the Company, the other Guarantors, the First Lien Lenders, the Collateral Agent, the First Lien Administrative Agent and the other Persons party thereto from time to time have entered into that certain Senior Secured Superpriority Debtor-In-Possession Credit and Guaranty Agreement, dated as of [_____], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***DIP Credit Agreement***").

D. The Borrower, the Company, the other Guarantors and the Collateral Agent have entered into that certain First Lien Security Agreement, dated as of [_____], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***First Lien Security Agreement***"), on behalf of and for the benefit of the First Lien Secured Parties.

E. The Company and the Contracting Party have entered into that certain [**description of relevant Commodity Hedge and Power Sale Agreement**] (in each case, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof, together the "***Assigned Agreement***").

F. It is a requirement under the DIP Credit Agreement that the Contracting Party execute and deliver this Consent.

[1] Conform as appropriate based on parties to the Assigned Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree, notwithstanding anything in the Assigned Agreement to the contrary, as follows:

ARTICLE 1

ASSIGNMENT AND AGREEMENT

SECTION 1.1 Consent to Assignment.

(a) The Contracting Party: (i) is hereby notified and acknowledges that the First Lien Secured Parties have entered into the First Lien Documents and made or committed to make the extensions of credit contemplated thereby; (ii) consents to the collateral assignment under the First Lien Security Agreement of all of the Company's right, title and interest in, to and under the Assigned Agreement, including, without limitation, all of the Company's rights to receive payment and all payments due and to become due to the Company under or with respect to the Assigned Agreement (collectively, the "***Assigned Interests***"); (iii) acknowledges that after the Collateral Agent delivers to the Contracting Party written notice that a First Lien Event of Default has occurred and is continuing (a "***Notice of Exclusive Control***"), the Collateral Agent may exercise all of the Collateral Agent's rights and remedies pursuant to the First Lien Security Agreement, make all demands, give all notices, take all actions and exercise all rights of the Company under the Assigned Agreement without the consent of the Company; *provided*, *however*, that at no time shall the Contracting Party's or its designees' or successors' respective rights and remedies under the Assigned Agreement be impaired in any way or to any extent, other than as expressly set forth in this Consent or the Intercreditor Agreement.

(b) It is expressly understood that the Contracting Party: (i) shall have no obligation whatsoever to verify or confirm the occurrence of a First Lien Event of Default, as well as matters related to the delivery of a Notice of Exclusive Control or any other matter related to the First Lien Security Agreement; (ii) has not reviewed, agreed to or in any way acquiesced to the terms or conditions of the First Lien Security Agreement other than as expressly set forth herein; and (iii) other than as expressly set forth in this Consent or the Intercreditor Agreement, is not limiting in any way or to any extent its rights and remedies under the Assigned Agreement by executing this Consent.

(c) Prior to the delivery of a Notice of Exclusive Control to the Contracting Party, the Company shall continue to have the right to make all demands, give all notices, take all actions and exercise all of its rights under the Assigned Agreement. Following delivery of a Notice of Exclusive Control, the Company irrevocably agrees that if the instructions given by the Company are inconsistent with the Collateral Agent's instructions, the Collateral Agent's instructions shall control. The Company agrees that the Contracting Party shall not be liable for following the Collateral Agent's instructions after the delivery of a Notice of Exclusive Control.

SECTION 1.2 Transfer of Assigned Interest.

(a) The Contracting Party agrees that, after the Collateral Agent has delivered a Notice of Exclusive Control to the Contracting Party pursuant to Section 1.1 above, pursuant to the terms of the First Lien Security Agreement and the Intercreditor Agreement, the Collateral Agent shall have the right to absolutely assign, foreclose or sell the Assigned Interest or any portion thereof to a Permitted Transferee (as defined below). If the Assigned Interest is transferred pursuant to this Section 1.2, then: (i) the Permitted Transferee shall be substituted for the Company under the Assigned Agreement; and (ii)

the Contracting Party shall (1) recognize the Permitted Transferee as its counterparty under the Assigned Agreement and (2) continue to perform the Contracting Party's obligations under the Assigned Agreement in favor of the Permitted Transferee; *provided* that the Permitted Transferee has assumed in writing all of the Company's rights and obligations (including, without limitation, the obligation to cure any then existing payment and performance defaults, but excluding any obligation to cure any then existing performance defaults which by their nature are incapable of being cured) under the Assigned Agreement.

(b) For purposes of this Consent, the Contracting Party may conclusively rely upon notice from the Collateral Agent that a First Lien Event of Default, has occurred, notwithstanding any contrary notice from the Company or any dispute then existing or later arising regarding the existence or effect of such First Lien Event of Default.

(c) "***Permitted Transferee***" means, in respect of any transfer, assignment or novation permitted hereunder or under the Assigned Agreement (a "***transfer***"), (x) the Collateral Agent or an agent on its behalf or (y) if the transfer is not made to the Collateral Agent or its agent, any person who: (i) is at least as creditworthy (taking into account any credit support provided by such person) as the Company; (ii) is properly licensed or otherwise authorized to perform the Company's obligations under the Assigned Agreement; and (iii) meets the Contracting Party's customary internal credit policies, as reasonably and consistently applied, solely with respect to the maximum potential credit exposure of the Contracting Party to such person (it being understood that the determination of the amount of such credit exposure shall take into account the then-current creditworthiness of such person (or its successor-in-interest, if any) and any collateral or guarantees posted by or for the benefit of such person); *provided*, *however*, that this restriction shall not apply if such person's or its guarantor's senior, unsubordinated, unsecured debt has a credit rating of at least "BBB-" from Standard & Poor's Rating Group (a division of McGraw-Hill, Inc.) or its successor ("***S&P***), or "Baa3" from Moody's Investor Services, or its successor ("***Moody's***"), whichever is lower.

SECTION 1.3 Right to Cure. If the Company defaults in the performance of any of its obligations under the Assigned Agreement, or upon the occurrence or non-occurrence of any event or condition under the Assigned Agreement which would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable the Contracting Party to terminate or suspend its performance under the Assigned Agreement (each hereinafter a "***default***"), subject to Section 1.4 below, the Contracting Party shall not terminate or suspend its performance under the Assigned Agreement until it first gives written notice of such default to the Collateral Agent and affords the Collateral Agent or its designee a period of:

(a) in the case of monetary defaults thirty (30) calendar days from the later of: (i) receipt of such notice to cure such default; or (ii) the expiration of the applicable cure period provided in the Assigned Agreement for the Company to cure such default;

(b) in the case of non-monetary defaults [one hundred eighty] ([180]) calendar days from the later of: (i) receipt of such notice to cure such default; or (ii) the expiration of the applicable cure period, if any, provided in the Assigned Agreement for the Company to cure such default, so long as the Collateral Agent or its designee has commenced and is diligently pursuing appropriate action to cure such default;

(c) subject to Section 1.3(d) below, in the case of the Company becoming subject to any of the events specified in [Section 5(a)(vii)][2] of the Assigned Agreement ("***Bankruptcy***"), thirty (30) calendar days from the date of filing or commencing such Bankruptcy proceedings (the "***Forbearance***

[2] Subject to the relevant Commodity Hedge and Power Sale Agreement.

Period") *provided* that the Company or bankruptcy trustee has, during the Forbearance Period: (A) obtained a final court order in a form and substance reasonably acceptable to the Contracting Party approving under Section 365 of the U.S. Bankruptcy Code the assumption of the Assigned Agreement; and (B) cured all outstanding defaults promptly and continues to perform the Assigned Agreement, then the event of default caused by the Bankruptcy shall be deemed "cured"; *provided*, *further*, that the Contracting Party shall continue to have all rights and remedies available under the Assigned Agreement with respect to any Bankruptcy or other defaults subsequent to assumption of the Assigned Agreement in accordance with the Assigned Agreement and subject to provisions of this Section 1.3; and

(d) notwithstanding anything to the contrary, if the Company is subject to a Bankruptcy under Chapter 7 of the U.S. Bankruptcy Code, zero (0) days (such that there is no cure period).

SECTION 1.4 No Termination. The Contracting Party agrees that it shall not, without the prior written consent of the Collateral Agent: (i) terminate, cancel or suspend its performance under the Assigned Agreement following and during the continuation of an event of default by the Company thereunder (unless it has given the Collateral Agent notice and an opportunity to cure in accordance with Section 1.3 hereof); or (ii) assign or transfer any of its rights or obligations under the Assigned Agreement.

SECTION 1.5 Replacement Agreement. In the event the Assigned Agreement is rejected or terminated as a result of Bankruptcy, the Contracting Party shall, at the option of the Collateral Agent exercised within twenty (20) calendar days from the day of filing or commencing such Bankruptcy proceedings, enter into a replacement agreement with the Collateral Agent or a Permitted Transferee, *provided* that: (a) the term under such replacement agreement shall be no longer than the remaining balance of the term specified in the Assigned Agreement; (b) upon execution of such replacement agreement, the Collateral Agent or a Permitted Transferee cures any outstanding payment and performance defaults under the Assigned Agreement, excluding any performance defaults which by their nature are incapable of being cured; and (c) such replacement agreement, including any credit support provisions related thereto, is reasonably acceptable to the Contracting Party in form and substance.

SECTION 1.6 Limitations on Liability. The Contracting Party acknowledges and agrees that Collateral Agent shall not have any liability or obligation under the Assigned Agreement as a result of this Consent, any other First Lien Loan Document or otherwise, nor shall the Collateral Agent be obligated or required to: (a) perform any of the Company's obligations under the Assigned Agreement, except during any period in which the Collateral Agent has assumed the Company's rights and obligations under the Assigned Agreement pursuant to this Consent; or (b) take any action to collect or enforce any claim for payment assigned under the First Lien Security Agreement. If the Collateral Agent has assumed the Company's rights and obligations under the Assigned Agreement pursuant to Section 1.2 above or has entered into a new agreement pursuant to Section 1.5 above, the Collateral Agent's liability to the Contracting Party under the Assigned Agreement or such new agreements, and the sole recourse of the Contracting Party in seeking enforcement of the obligations under such agreements, shall be limited to the interest of the Collateral Agent in the [Athens Project][Harquahala Project][Millennium Project].

SECTION 1.7 Delivery of Notices. The Contracting Party shall deliver to the Collateral Agent, concurrently with the delivery thereof to the Company, a copy of each notice, request or demand given by the Contracting Party to the Company pursuant to the Assigned Agreement relating to: (a) a default by the Company under the Assigned Agreement; and (b) any matter that would require the consent of the Collateral Agent pursuant to Section 1.4 of this Consent.

SECTION 1.8 Transfer. In connection with or after the exercise of its rights or remedies under any First Lien Loan Document, and after delivering a Notice of Exclusive Control to the Contracting

Party, the Collateral Agent shall have the right to transfer its interest in the Assigned Agreement or a new agreement or agreements entered into with the Collateral Agent or a Permitted Transferee pursuant to the terms of this Consent for the remainder of the term hereof; *provided* that such Permitted Transferee assumes in writing the obligations of the Company or the Collateral Agent, as applicable, under the Assigned Agreement or such new agreement or agreements. Upon such transfer, the Collateral Agent shall be released from any further liability under the Assigned Agreement or such new agreement(s) to the extent of the interest transferred.

ARTICLE 2

PAYMENTS UNDER THE ASSIGNED AGREEMENT

SECTION 2.1 Payments. The Contracting Party shall pay all amounts (if any) payable by it under the Assigned Agreement in the manner and as and when required by the Assigned Agreement directly into the account specified on Exhibit A hereto, or to such other person, entity or account as shall be specified from time to time by the Collateral Agent to the Contracting Party in writing.

SECTION 2.2 No Offset, Etc. All payments required to be made by the Contracting Party under the Assigned Agreement shall be made without any offset, recoupment, abatement, withholding, reduction or defense whatsoever, other than those allowed by the terms of the Assigned Agreement. For the avoidance of doubt, nothing in this Section 2.2 or this Consent shall preclude Consenting Party from exercising its rights under the Assigned Agreement with respect to netting and setoff.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF THE CONTRACTING PARTY

SECTION 3.1 Representations and Warranties. The Contracting Party hereby represents and warrants, in favor of the Collateral Agent, as of the date hereof, that:

(a) The Contracting Party: (i) is a [_____] duly formed and validly existing under the laws of [_____]; (ii) is duly qualified, authorized to do business and in good standing in every jurisdiction necessary to perform its obligations under the Assigned Agreement or this Consent; and (iii) has all requisite power and authority to enter into and to perform its obligations hereunder and under the Assigned Agreement, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby;

(b) the execution, delivery and performance by the Contracting Party of this Consent and the Assigned Agreement have been duly authorized by all necessary corporate or other action on the part of the Contracting Party and do not require any approvals, filings with, or consents of any entity or person which have not previously been obtained or made;

(c) each of this Consent and the Assigned Agreement is in full force and effect, has been duly executed and delivered on behalf of the Contracting Party by the appropriate officers of the Contracting Party, and constitutes the legal, valid and binding obligation of the Contracting Party, enforceable against the Contracting Party in accordance with its terms, except as the enforceability thereof may be limited by: (i) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally; and (ii) general equitable principles (whether considered in a proceeding in equity or at law);

(d) there is no litigation, action, suit, proceeding or investigation pending or (to the best of the Contracting Party's knowledge) threatened against the Contracting Party before or by any

court, administrative agency, arbitrator or governmental authority, body or agency which, if adversely determined, individually or in the aggregate: (i) would reasonably be expected to adversely affect the performance by the Contracting Party of its obligations hereunder or under the Assigned Agreement, or which would reasonably be expected to modify or otherwise adversely affect any required approvals, filings or consents which have previously been obtained or made; or (ii) questions the validity, binding effect or enforceability hereof or of the Assigned Agreement, any action taken or to be taken pursuant hereto or thereto or any of the transactions contemplated hereby or thereby;

(e) the execution, delivery and performance by the Contracting Party of this Consent and the Assigned Agreement, and the consummation of the transactions contemplated hereby and thereby, will not result in any violation of, breach of or default under any term of its formation or governance documents, or of any contract or agreement to which it is a party or by which it or its property is bound, or of any license, permit, franchise, judgment, injunction, order, law, rule or regulation applicable to it, other than any such violation, breach or default which could not reasonably be expected to have a material adverse effect on the Contracting Party's ability to perform its obligations under the Assigned Agreement;

(f) neither the Contracting Party nor, to the best of the Contracting Party's knowledge, any other party to the Assigned Agreement, is in default of any of its obligations thereunder;

(g) to the best of the Contracting Party's knowledge: (i) no event of force majeure exists under, and as defined in, the Assigned Agreement; and (ii) no event or condition exists which would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable the Contracting Party to terminate or suspend its obligations under the Assigned Agreement; and

(h) the Assigned Agreement, this Consent, the Second Lien Consent and Agreement, dated as of the date hereof, among the Contracting Party, the Company and the Second Lien Collateral Agent, and the agreements listed on Exhibit B hereto are the only agreements between the Company and the Contracting Party with respect to the [Athens Project][Harquahala Project][Millennium Project], and all of the conditions precedent to effectiveness under the Assigned Agreement have been satisfied or waived.

Each of the representations and warranties set forth in this Article 3 shall survive the execution and delivery of this Consent and the consummation of the transactions contemplated hereby.

ARTICLE 4

TERM

SECTION 4.1 Term. This Consent shall terminate upon the satisfaction of all the Company's obligations under the First Lien Security Agreement and the other First Lien Loan Documents.

ARTICLE 5

MISCELLANEOUS

SECTION 5.1 Notices. All notices and other communications provided for hereunder shall be either (i) in writing (including telegraphic, telecopier or telex communication) and mailed, telegraphed, telecopied, telexed or otherwise delivered or (ii) by electronic mail (if electronic mail addresses are designated as provided below) confirmed immediately in writing: in the case of the Collateral Agent, addressed to it at its address specified in the Intercreditor Agreement; in the case of the Company, to the Borrower at its address specified in the Intercreditor Agreement; and in the case of the Contracting Party, addressed to it at [_____], Attention: [_____], Fax [_____], E-mail Address:

[_____]; or, as to any party, at such other address as shall be designated by such party in a written notice to the other parties. All such notices and other communications shall, when mailed, telegraphed, telecopied, telexed, sent by electronic mail or otherwise, be effective when deposited in the mails, delivered to the telegraph company, telecopied, confirmed by telex answerback, sent by electronic mail and confirmed in writing, or otherwise delivered (or confirmed by a signed receipt), respectively, addressed as aforesaid; except that notices and other communications to the Collateral Agent shall not be effective until received by the Collateral Agent. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this Consent shall be effective as delivery of an original executed counterpart thereof.

SECTION 5.2 Governing Law; Submission to Jurisdiction. This Consent shall be governed by, and construed in accordance with, the laws of the State of New York.

(a) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Consent or any of the other First Lien Loan Documents to which it is a party, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York State court or, to the fullest extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Consent shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Consent or any of the other First Lien Loan Documents in the courts of any jurisdiction.

(b) Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Consent or any of the other First Lien Loan Documents to which it is a party in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

SECTION 5.3 Execution in Counterparts. This Consent may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Consent by telecopier shall be effective as delivery of an original executed counterpart of this Consent.

SECTION 5.4 Headings Descriptive. The headings of the several sections and subsections of this Consent are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Consent.

SECTION 5.5 Severability. In case any provision in or obligation under this Consent shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 5.6 Amendment, Waiver. Neither this Consent nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by the Contracting Party and the Collateral Agent.

SECTION 5.7 Successors and Assigns. This Consent shall bind and benefit the Contracting Party, the Collateral Agent, and their respective successors and assigns.

SECTION 5.8 Third Party Beneficiaries. The Contracting Party and the Collateral Agent hereby acknowledge and agree that the First Lien Secured Parties are intended third party beneficiaries of this Consent.

SECTION 5.9 Waiver of Jury Trial. Each of the Company, the Contracting Party and the Collateral Agent irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Consent or any of the First Lien Loan Documents, the First Lien Loans or the actions of any First Lien Secured Party in the negotiation, administration, performance or enforcement thereof.

SECTION 5.10 Entire Agreement. This Consent and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings between the parties hereto in respect of the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Consent and any such agreement, document or instrument (including, without limitation, the Assigned Agreement), the terms, conditions and provisions of this Consent shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto, by their officers duly authorized, intending to be legally bound, have caused this Consent to be duly executed and delivered as of the date first above written.

[SIGNATURE BLOCKS TO COME]

Exhibit A to
the Consent

Payment Instructions

Any and all amounts owed to the Company shall be paid to the following account:

[_____][1]
ABA No.: [_____]
Account No.: [_____]
Account Name: [_____]
Attention: [_____]

The Collateral Agent shall be permitted to modify the account information set forth above upon five (5) days' prior written notice to the Contracting Party and the Company.

[1] Enter account details for the Revenue Account (as defined in the Security Deposit Agreement).

Exhibit B to
the Consent

Other Agreements

[TO BE PROVIDED]

EXHIBIT D-2

FORM OF
CONSENT AND AGREEMENT FOR
OTHER MATERIAL CONTRACTS

FORM OF SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CONSENT AND AGREEMENT

Dated as of [_____], 20[__]

Among

[_____],

as Contracting Party

and

[_____],

as Company

and

CLMG CORP.,

as Collateral Agent

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SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CONSENT AND AGREEMENT

This SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CONSENT AND AGREEMENT, dated as of [_____], 20[_] (this "***Consent***"), is entered into by and among [_____], a [_____] (together with its permitted successors and assigns, the "***Contracting Party***"), CLMG CORP., in its capacity as collateral agent for the First Lien Secured Parties (together with its successors, designees and assigns in such capacity, the "***Collateral Agent***"), and [_____], a [_____] (the "***Company***")[11]. Terms defined in the Intercreditor Agreement referred to below and not otherwise defined herein are used herein as defined in the Intercreditor Agreement.

RECITALS

A. The Company is the owner of the [Athens Project][Harquahala Project][Millennium Project].[2]

B. [The Borrower, the Company, the other Guarantors][3], the First Lien Administrative Agent, the Collateral Agent and the other Persons party thereto from time to time have entered into that certain Collateral Agency and Intercreditor Agreement, dated as of April 28, 2014 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "***Intercreditor Agreement***"), which sets forth the rights of the First Lien Secured Parties and the application of any proceeds and certain other matters.

C. The Borrower, the Company, the other Guarantors, the First Lien Lenders, the Collateral Agent, the First Lien Administrative Agent and the other Persons party thereto from time to time have entered into that certain Senior Secured Superpriority Debtor-In-Possession Credit and Guaranty Agreement, dated as of [____], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***DIP Credit Agreement***").

D. The Borrower, the Company, the other Guarantors and the Collateral Agent have entered into that certain First Lien Security Agreement, dated as of [_____], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***First Lien Security Agreement***"), on behalf of and for the benefit of the First Lien Secured Parties.

E. The Company and the Contracting Party have entered into that certain [**description of relevant Material Contract**] (in each case, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof, together the "***Assigned Agreement***").

F. It is a requirement under the DIP Credit Agreement that the Contracting Party execute and deliver this Consent.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree, notwithstanding anything in the Assigned Agreement to the contrary, as follows:

---

1 Include additional Loan Parties as appropriate based on parties to the Assigned Agreement.

2 Update as appropriate based on Loan Parties that are party to this Consent.

3 Update as appropriate based on Loan Parties that are party to this Consent.

ARTICLE 1.

ASSIGNMENT AND AGREEMENT

SECTION 1.1 Consent to Assignment.

(a) The Contracting Party hereby irrevocably consents to the pledge, transfer and assignment to the Collateral Agent for the benefit of the First Lien Secured Parties of, and the grant to the Collateral Agent for the benefit of the First Lien Secured Parties, of a lien on and security interest in, all of the Company's right, title and interest in, to and under the Assigned Agreement pursuant to the terms and conditions of the Collateral Documents, as collateral security for all of the obligations of the Company secured or purported to be secured by the Collateral Documents. In the event that the Collateral Agent or any of its designees or assignees elects to succeed to the Company's interest under the Assigned Agreement, the Collateral Agent or such designee or assignee may elect by written notice delivered to the Contracting Party to assume the Company's rights and obligations under the Assigned Agreement, including any payment obligations under the Assigned Agreement theretofore accrued but excluding any other obligations or liabilities that may have accrued prior to such foreclosure or assignment (any right in respect of such excluded obligation being hereby expressly waived by the Contracting Party). Until such time as the Collateral Agent gives written notice as provided herein, the Contracting Party shall, except as otherwise provided in this Consent, continue to deal directly with the Company with respect to its obligations to the Company under the Assigned Agreement. Notwithstanding anything else herein, the assignment of the Assigned Agreement pursuant to this Section 1.1 shall not relieve the Company of any obligations arising under the Assigned Agreement. Upon the exercise (as contemplated above) by the Collateral Agent, or any First Lien Secured Party (or any of their respective designees or assignees) of any of the remedies under the Collateral Documents in respect of the Assigned Agreement, the Collateral Agent or any First Lien Secured Party (or any of their respective designees or assignees) may assign its rights and interests and the rights and interests of the Company under the Assigned Agreement to any other Person if such Person shall assume liability for all of the obligations of the Company, including any payment obligations, under the Assigned Agreement theretofore accrued but excluding any other obligations or liabilities that may have accrued prior to such foreclosure or assignment (any right in respect of such excluded obligation being hereby expressly waived by the Contracting Party).

SECTION 1.2 Right to Cure.

(a) In the event of a default by the Company in the performance of any of its obligations under the Assigned Agreement, or upon the occurrence or non-occurrence of any event or condition under the Assigned Agreement which would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable the Contracting Party to terminate or suspend its obligations under the Assigned Agreement, the Contracting Party shall not terminate the Assigned Agreement until it first gives the Collateral Agent written notice of the default and permits the Collateral Agent to cure the default within a period of 180 days after the later of (i) notice of default having been given to the Collateral Agent by the Contracting Party and (ii) the expiration of the applicable cure period provided in the Assigned Agreement for the Company to cure the default.

(b) In connection with any cure of the Company's default under the Assigned Agreement or any assumption by the Collateral Agent or any First Lien Secured Party of the Company's liabilities thereunder, only those obligations and liabilities arising expressly under the Assigned Agreement shall be required to be cured or assumed, as the case may be, and there shall be no obligation by the Collateral Agent or any First Lien Secured Party to cure or assume any non-contractual liability that may have arisen.

SECTION 1.3 No Termination. The Contracting Party will not, without the prior written consent of the Collateral Agent, (i) cancel or terminate or suspend performance under the Assigned Agreement or consent to or accept any cancellation, termination or suspension thereof, or its performance thereunder, or (ii) amend, amend and restate, supplement or otherwise modify the Assigned Agreement, except, in each case, to the extent otherwise permitted under the First Lien Documents.

SECTION 1.4 Replacement Agreement. In the event that (i) the Assigned Agreement is rejected by a trustee, liquidator, debtor-in-possession or similar Person in any bankruptcy, insolvency or similar proceeding involving the Company; (ii) the Assigned Agreement is terminated as a result of any bankruptcy, insolvency, or similar proceeding involving the Contracting Party; or (iii) the assignment by way of security of the Assigned Agreement hereunder is ineffective or challenged for any reason whatsoever; and if within 180 days after such rejection, termination, ineffectiveness or challenge, the Collateral Agent or any First Lien Secured Party (or any of their respective designees or assignees) shall so request and shall certify in writing to the Contracting Party that it or they intend to perform the obligations of the Company as and to the extent required under the Assigned Agreement (as if the Assigned Agreement had not been rejected or terminated, but otherwise only to the extent such obligations would be undertaken had such Person succeeded to the Company thereunder pursuant to clause (i) above), the Contracting Party will execute and deliver to the Collateral Agent or such First Lien Secured Party (or their respective designees or assignees) a replacement contract (the "***Replacement Assigned Agreement***") for the balance of the remaining term under the original Assigned Agreement before giving effect to such rejection or termination and such Replacement Assigned Agreement shall contain the same conditions, agreements, terms, provisions and limitations as the original Assigned Agreement (except for any requirements which have been fulfilled by the Company and the Contracting Party prior to such rejection, termination, ineffectiveness or challenge or which are not required to be undertaken by such Person as aforesaid) and in such case, reference in this Consent to the "***Assigned Agreement***" shall be deemed also to refer to the Replacement Assigned Agreement in replacement of the Assigned Agreement. The Contracting Party hereby indemnifies the Collateral Agent and each First Lien Secured Party from and against any liability, loss, costs or damages that may be suffered by the Collateral Agent or any First Lien Secured Party as a result of a breach by the Contracting Party of its obligations hereunder.

SECTION 1.5 Limitation on Liability. The Contracting Party acknowledges and agrees that the Collateral Agent shall not have any liability or obligation under the Assigned Agreement as a result of this Consent, any other First Lien Loan Document or otherwise, nor shall the Collateral Agent be obligated or required to: (a) perform any of the Company's obligations under the Assigned Agreement, except during any period in which the Collateral Agent has assumed the Company's rights and obligations under the Assigned Agreement pursuant to this Consent; or (b) take any action to collect or enforce any claim for payment assigned under the First Lien Security Agreement. If the Collateral Agent has assumed the Company's rights and obligations under the Assigned Agreement pursuant to Section 1.1 above or has entered into a new agreement pursuant to Section 1.4 above, the Collateral Agent's liability to the Contracting Party under the Assigned Agreement or such new agreements, and the sole recourse of the Contracting Party in seeking enforcement of the obligations under such agreements, shall be limited to the interest of the Collateral Agent in the [Athens Project][Harquahala Project][Millennium Project][the Projects].

SECTION 1.6 Delivery of Notices. The Contracting Party shall deliver to the Collateral Agent, concurrently with the delivery thereof to the Company, a copy of each notice, request or demand given by the Contracting Party pursuant to the Assigned Agreement.

ARTICLE 2.

PAYMENTS UNDER THE ASSIGNED AGREEMENT

SECTION 2.1 Payments. The Contracting Party shall pay all amounts (if any) payable by it under the Assigned Agreement in the manner and as and when required by the Assigned Agreement directly into the account specified on Exhibit A hereto, or to such other person, entity or account as shall be specified from time to time by the Collateral Agent to the Contracting Party in writing.

SECTION 2.2 No Offset, Etc. All payments required to be made by the Contracting Party under the Assigned Agreement shall be made without any offset, recoupment, abatement, withholding, reduction or defense whatsoever, other than those allowed by the terms of the Assigned Agreement. For the avoidance of doubt, nothing in this Section 2.2 or this Consent shall preclude Consenting Party from exercising its rights under the Assigned Agreement with respect to netting and setoff.

ARTICLE 3.

REPRESENTATIONS AND WARRANTIES

SECTION 3.1 Representations and Warranties. The Contracting Party hereby represents and warrants to the Collateral Agent and each of the First Lien Secured Parties:

(a) The Contracting Party is duly organized under the laws of the jurisdiction of its formation and is duly qualified to do business and is in good standing in all jurisdictions where necessary in light of the business it conducts and the property it owns and the business that it intends to conduct and the property that it intends to own in light of the transactions contemplated by the Assigned Agreement and this Consent.

(b) The Contracting Party has the full power, authority and legal right to execute, deliver and perform its obligations under this Consent and under the Assigned Agreement. The execution, delivery and performance by the Contracting Party of this Consent and the Assigned Agreement and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate, shareholder and governmental action. This Consent and the Assigned Agreement have been duly executed and delivered by the Contracting Party and constitute the legal, valid and binding obligations of the Contracting Party, enforceable against the Contracting Party in accordance with their respective terms.

(c) The execution, delivery and performance by the Contracting Party of this Consent and the Assigned Agreement do not and will not (i) require any consent or approval of the board of directors (or similar body) of the Contracting Party or any shareholder of the Contracting Party or of any other Person which has not been obtained and each such consent or approval that has been obtained has not been modified and is in full force and effect, (ii) result in, or require the creation or imposition of any lien, security interest, charge or encumbrance upon or with respect to any of the assets or properties now owned or hereafter acquired by the Contracting Party, (iii) violate any provision of any law, rule, regulation, order, writ, judgment, decree, determination or award having applicability to the Contracting Party or any provision of the certificate of incorporation or bylaws or other constitutive documents of the Contracting Party or (iv) conflict with, result in a breach of, or constitute a default under, any provision of the certificate of incorporation, bylaws or other constituent documents or any resolution of the board of directors (or similar body) of the Contracting Party or any indenture or loan or credit agreement or any other agreement, lease or instrument to which it is a party or by which it or its properties and assets are bound or affected. The Contracting Party is not in violation of any such law, rule, regulation, order, writ,

judgment, decree, determination or award referred to in clause (iii) above or its certificate of incorporation or bylaws or other constitutive documents or in breach of or default under any provision of its certificate of incorporation or bylaws other constitutive documents or any agreement, lease or instrument referred to in clause (iv) above.

(d) Each governmental approval required for the execution, delivery or performance of this Consent and the Assigned Agreement by the Contracting Party has been validly issued and duly obtained, taken or made, is not subject to any condition, does not impose restrictions or requirements inconsistent with the terms hereof or thereof, as the case may be, is in full force and effect and is not subject to appeal. The Contracting Party has no reason to believe that any governmental approval that has been issued will be revoked, modified, suspended or not renewed on substantially the same terms as are currently in effect.

(e) There is no action, suit or proceeding at law or in equity by or before any governmental authority, arbitral tribunal or other body now pending or, to the best knowledge of the Contracting Party, threatened against or affecting the Contracting Party or any of its properties, rights or assets which (i) if adversely determined, individually or in the aggregate, could reasonably be expected to have a material adverse effect on its ability to perform its obligations under the Assigned Agreement or this Consent or (ii) affects the validity, binding effect or enforceability of the Assigned Agreement or this Consent or any action taken or to be taken pursuant hereto or thereto or any of the transactions contemplated hereby or thereby.

(f) Neither the Contracting Party nor, to the best knowledge of the Contracting Party, the Company, is in default of any of their respective obligations under the Assigned Agreement. The Contracting Party and, to the best knowledge of the Contracting Party, the Company have complied with all conditions precedent to their respective obligations to perform under the Assigned Agreement. No event or condition exists which would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable the Contracting Party, or, to the best knowledge of the Contracting Party, the Company, to terminate or suspend the Contracting Party's obligations under the Assigned Agreement.

(g) That each representation and warranty made by the Contracting Party in the Assigned Agreement is true and correct as of the date of this Consent (or, if stated to have been made solely as of an earlier date, each such representation and warranty was true and correct as of such earlier date).

(h) Each of the representations and warranties set forth in this Article 3 shall survive the execution and delivery of this Consent and the consummation of the transactions contemplated hereby.

ARTICLE 4.

TERM

SECTION 4.1 Term. This Consent shall terminate upon the satisfaction of all the Company's obligations under the First Lien Security Agreement and the other First Lien Loan Documents.

ARTICLE 5.

MISCELLANEOUS

SECTION 5.1 Notices. All notices and other communications provided for hereunder shall be either (i) in writing (including telegraphic, telecopier or telex communication) and mailed, telegraphed, telecopied, telexed or otherwise delivered or (ii) by electronic mail (if electronic mail addresses are designated as provided below) confirmed immediately in writing: in the case of the Collateral Agent, addressed to it at its address specified in the Intercreditor Agreement; in the case of the Company, to the Company at its address specified in the Intercreditor Agreement; and in the case of the Contracting Party, addressed to it at [_____], Attention: [_____], Fax [_____], E-mail Address: [____]; or, as to any party, at such other address as shall be designated by such party in a written notice to the other parties. All such notices and other communications shall, when mailed, telegraphed, telecopied, telexed, sent by electronic mail or otherwise, be effective when deposited in the mails, delivered to the telegraph company, telecopied, confirmed by telex answerback, sent by electronic mail and confirmed in writing, or otherwise delivered (or confirmed by a signed receipt), respectively, addressed as aforesaid; except that notices and other communications to the Collateral Agent shall not be effective until received by the Collateral Agent. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this Consent shall be effective as delivery of an original executed counterpart thereof.

SECTION 5.2 Governing Law; Submission to Jurisdiction. This Consent shall be governed by, and construed in accordance with, the laws of the State of New York. Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Consent or any of the other First Lien Loan Documents to which it is a party, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York State court or, to the fullest extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Consent shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Consent or any of the other First Lien Loan Documents in the courts of any jurisdiction. Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Consent or any of the other First Lien Loan Documents to which it is a party in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

SECTION 5.3 Execution in Counterparts. This Consent may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Consent by telecopier shall be effective as delivery of an original executed counterpart of this Consent.

SECTION 5.4 Headings Descriptive. The headings of the several sections and subsections of this Consent are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Consent.

SECTION 5.5 Severability. In case any provision in or obligation under this Consent shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 5.6 Amendment, Waiver. Neither this Consent nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by the Contracting Party and the Collateral Agent.

SECTION 5.7 Successors and Assigns. This Consent shall bind and benefit the Contracting Party, the Collateral Agent, and their respective successors and assigns.

SECTION 5.8 Third Party Beneficiaries. The Contracting Party and the Collateral Agent hereby acknowledge and agree that the First Lien Secured Parties are intended third party beneficiaries of this Consent.

SECTION 5.9 Exercise of Rights. No failure or delay on the part of the Contracting Party, the Company, the Collateral Agent, any First Lien Secured Party or any of their respective agents or designees to exercise, and no course of dealing with respect to, any right, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise of any other right, power or privilege.

SECTION 5.10 Remedies. The remedies of the Collateral Agent and each of its designees or assignees provided herein are cumulative and not exclusive of any remedies provided by law. In addition, the Collateral Agent may exercise its rights in respect of the Assigned Agreement in such order as the Collateral Agent may deem expedient.

SECTION 5.11 Waiver of Jury Trial. Each of the Company, the Contracting Party and the Collateral Agent irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Consent or any of the First Lien Loan Documents, the First Lien Loans or the actions of any First Lien Secured Party in the negotiation, administration, performance or enforcement thereof.

SECTION 5.12 Entire Agreement. This Consent and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings between the parties hereto in respect of the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Consent and any such agreement, document or instrument (including, without limitation, the Assigned Agreement), the terms, conditions and provisions of this Consent shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto, by their officers duly authorized, intending to be legally bound, have caused this Consent to be duly executed and delivered as of the date first above written.

[SIGNATURE BLOCKS TO COME]

Schedule 1 to
the Consent

Assigned Agreement

[TO BE ATTACHED]

Exhibit A to
the Consent

Payment Instructions

Any and all amounts owed to the Company shall be paid to the following account:

[_____]
ABA No.: [_____][1]
Account No.: [_____]
Account Name: [_____]]
Attention: [_____]

The Collateral Agent shall be permitted to modify the account information set forth above upon five (5) days' prior written notice to the Contracting Party and the Company.

[1] Enter account details for the Revenue Account (as defined in the Security Deposit Agreement).

SECURITY AGREEMENT

Dated as of [●], 2018

From

The Grantors referred to herein

as Grantors

to

CLMG Corp.

as Collateral Agent

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SECURITY AGREEMENT

SECURITY AGREEMENT dated as of [●], 2018 (the "***Effective Date***"), made by NEW MACH GEN, LLC, a Delaware limited liability company and debtor and debtor-in-possession (the "***Borrower***"), and the other Persons listed on the signature pages hereof (the Borrower and the Persons so listed (other than the Collateral Agent) being, collectively, the "***Grantors***"), to CLMG CORP., as collateral agent (in such capacity, the "***Collateral Agent***") for the Secured Parties.

PRELIMINARY STATEMENTS.

(1) The Borrower is a debtor in a pending case under chapter 11 of the Bankruptcy Code, jointly administered with the corresponding case of certain of its Subsidiaries (such cases together, the "***Chapter 11 Cases***"), in the United States Bankruptcy Court for the District of Delaware (the "***Bankruptcy Court***").

(2) The Borrower and Beal Bank USA are co-proponents of a prepackaged plan of reorganization of such debtors (the "***Plan of Reorganization***"), which Plan of Reorganization has been confirmed by the Bankruptcy Court by order dated [●], 2018.

(3) In order to satisfy certain conditions to effectiveness and consummation of the Plan of Reorganization, the Borrower and the Guarantors have entered into that certain Senior Secured Superpriority Debtor-In-Possession Credit and Guaranty Agreement, dated as of the date hereof (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), with the Administrative Agent, the Collateral Agent and the banks, financial institutions and other institutional lenders party thereto from time to time, pursuant to which the Lenders party thereto have agreed to make available, effective upon consummation of the Plan of Reorganization, a senior secured superpriority debtor-in-possession credit facility for the Borrower on the terms and conditions provided therein.

(4) The Grantors, the Collateral Agent, certain other parties and Citibank, N.A., as depositary agent, bank and securities intermediary (the "***Depositary***"), are parties to the Security Deposit Agreement, dated as of April 28, 2014 (as amended, amended and restated, supplemented or otherwise modified to date and as may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "***Security Deposit Agreement***").

(5) Each Grantor is the owner of the shares of stock or other Equity Interests (the "***Initial Pledged Equity***") set forth opposite such Grantor's name on and as otherwise described in Part I of Schedule I hereto and issued by the Persons named therein and of the indebtedness (the "***Initial Pledged Debt***") set forth opposite such Grantor's name on and as otherwise described in Part II of Schedule I hereto and issued by the obligors named therein. Each Grantor will derive substantial direct and indirect benefit from the transactions contemplated by the Loan Documents.

(6) To secure the payment of the Secured Obligations and to otherwise implement the transactions contemplated in the foregoing preliminary statements, the Borrower, the Grantors and the Collateral Agent have agreed to the terms and conditions set forth herein.

(7) NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and obligations herein set forth and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein (including, without limitation, in the preliminary statements to this Agreement) shall have the meanings specified therein. In addition, as used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and the plural form of the terms indicated):

"***Account Collateral***" has the meaning specified in Section 4(f).

"***Agreement***" means this Security Agreement, as may be amended, amended and restated, supplemented or otherwise modified from time to time.

"***Agreement Collateral***" has the meaning specified in Section 4(e).

"***Assigned Agreements***" has the meaning specified in Section 4(e).

"***Bankruptcy Court***" has the meaning specified in the preliminary statements to this Agreement.

"***Borrower***" has the meaning specified in the recital of parties to this Agreement.

"***Cash***" means money, currency or a credit balance in any demand account or deposit account.

"***Cash Equivalents***" has the meaning specified in the Security Deposit Agreement.

"***Chapter 11 Cases***" has the meaning specified in the preliminary statements to this Agreement.

"***Collateral***" has the meaning specified in Section 4.

"***Collateral Accounts***" means the "*Accounts*" as established and maintained pursuant to, and as defined in, the Security Deposit Agreement.

"***Collateral Agent***" has the meaning specified in the recital of parties to this Agreement.

"***Commercial Tort Claims Collateral***" has the meaning specified in Section 4(h).

"***Computer Software***" has the meaning specified in Section 4(g)(iv).

"***Copyrights***" has the meaning specified in Section 4(g)(iii).

"***Credit Agreement***" has the meaning specified in the preliminary statements to this Agreement.

"***Depositary***" has the meaning specified in the preliminary statements to this Agreement.

"***Equipment***" has the meaning specified in Section 4(a).

"***Event of Default***" means an "*Event of Default*" as defined in the Credit Agreement or any Early Termination Event under any Commodity Hedge and Power Sale Agreement.

"***Excluded Property***" means: (a) any lease, license, permit, contract, property right or agreement to which the Borrower or any Guarantor is a party or any of such Loan Party's rights or interests thereunder if and only for so long as the grant of a Lien thereon shall (i) give any other Person party to such lease, license, permit, contract, property rights or agreement the right to terminate its obligations thereunder, (ii) constitute or result in the abandonment, invalidation or unenforceability of any right, title or interest of any Loan Party therein or (iii) constitute or result in a breach or termination pursuant to the terms of, or a default under, any such lease, license, permit, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9409 of the UCC (or any successor provision or provisions)); *provided* that such lease, license, permit, contract, property right or agreement shall be "Excluded Property" only to the

extent and for so long as the consequences specified in the foregoing clauses (i) through (iii) shall exist and shall cease to be "Excluded Property" and shall become subject to the Liens granted under the Loan Documents, immediately and automatically, at such time as such consequences shall no longer exist; (b) any equipment (as such term is defined in the UCC) owned by the Borrower or any Guarantor that is subject to a purchase money Lien or a Capitalized Lease permitted pursuant to this Agreement if the contract or other agreement in which such Lien is granted (or in the documentation providing for such Capitalized Lease) prohibits or requires the consent of any Person other than any Loan Party as a condition to the creation of any other Lien on such equipment, but only, in each case, to the extent, and for so long as, the Debt secured by the applicable Lien or the Capitalized Lease has not been repaid in full or the applicable prohibition (or consent requirement) has not otherwise been removed or terminated; (c) any Equity Interests in the Borrower; (d) motor vehicles, aircraft and vessels; (e) any Other Credit Support with respect to a Commodity Hedge and Power Sale Agreement permitted under the Loan Documents; and (f) after the date hereof, any Property acquired by any Loan Party if and to the extent that the Administrative Agent shall have reasonably determined that the costs (including, without limitation, recording taxes and filing fees) of creating and perfecting a Lien on such Property interests are excessive in relation to the value of the security afforded thereby.

"***Grantors***" has the meaning specified in the recital of parties to this Agreement.

"***Guarantors***" mean, MACH Gen GP and each of the Project Companies.

"***Initial Pledged Debt***" has the meaning specified in the preliminary statements to this Agreement.

"***Initial Pledged Equity***" has the meaning specified in the preliminary statements to this Agreement.

"***Intellectual Property Collateral***" has the meaning specified in Section 4(g).

"***Inventory***" has the meaning specified in Section 4(b).

"***IP Agreements***" has the meaning specified in Section 4(g)(viii).

"***MACH Gen GP***" means MACH Gen GP, LLC, a Delaware limited liability company.

"***Material Adverse Effect***" has the meaning specified in the Credit Agreement.

"***Other Credit Support***" means, with respect to any Commodity Hedge and Power Sale Agreement, any (a) letter of credit, (b) guaranty or (c) cash collateral issued or pledged, as applicable, in favor of any Commodity Hedge Counterparty to support the obligations of the Loan Party under such Commodity Hedge and Power Sale Agreement (other than any such guaranty issued by a Loan Party) which (x) satisfies the requirements of such Commodity Hedge and Power Sale Agreement with respect to letters of credit, guaranties or cash, as applicable, and (y) is permitted under all of the Loan Documents.

"***Patents***" has the meaning specified in Section 4(g)(i).

"***Plan of Reorganization***" has the meaning specified in the preliminary statements to this Agreement.

"***Pledged Account Bank***" has the meaning specified in Section 8(a).

"***Pledged Accounts***" means, with respect to any Grantor, the deposit accounts or securities/deposit accounts set forth opposite such Grantor's name on Schedule II hereto and any other deposit or securities/deposit accounts which are the subject of a Securities/Deposit Account Control Agreement.

"***Pledged Debt***" has the meaning specified in Section 4(d)(iv).

"***Pledged Equity***" has the meaning specified in Section 4(d)(iii).

"***Project Companies***" means Athens, Harquahala and Millennium.

"***Receivables***" has the meaning specified in Section 4(c).

"***Related Contracts***" has the meaning specified in Section 4(c).

"***Revenue Account***" has the meaning specified in the Security Deposit Agreement.

"***Secured Obligations***" has the meaning given to the term "Obligations" in the Credit Agreement.

"***Securities Account Control Agreement***" has the meaning specified in Section 7(c).

"***Securities/Deposit Account Control Agreement***" has the meaning specified in Section 8(a).

"***Security Collateral***" has the meaning specified in Section 4(d).

"***Security Deposit Agreement***" has the meaning specified in the preliminary statements to this Agreement.

"***Trade Secrets***" has the meaning specified in Section 4(g)(v).

"***Trademarks***" has the meaning specified in Section 4(g)(ii).

"***UCC***" has the meaning specified in Section 3.

"***Uncertificated Security Control Agreement***" has the meaning specified in Section 7(b).

"***Unpledged Accounts***" has the meaning specified in Section 8(a).

Section 2. Computation of Time Periods; Other Definitional Provisions. In this Agreement, in the computation of periods of time from a specified date to a later specified date, the word "*from*" means "*from and including*" and the words "*to*" and "*until*" each mean "*to but excluding*." References in this Agreement to an agreement or contract "*as amended*" shall mean and be a reference to such agreement or contract as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms and the terms of the Loan Documents. References to "Sections," "Exhibits" and "Schedules" shall be to Sections, Exhibits and Schedules, as the case may be, of this Agreement unless otherwise specifically provided.

Section 3. Uniform Commercial Code Definitions. Unless otherwise defined in this Agreement, terms, whether capitalized or in lower case, defined in Article 8 or 9 of the UCC are used in this Agreement as such terms are defined in such Article 8 or 9. "***UCC***" means the Uniform Commercial Code as in effect from time to time in the State of New York; *provided* that, if perfection or the effect of perfection or non-perfection or the priority of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, "***UCC***" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

Section 4. Grant of Security. To secure the prompt payment when due (whether by acceleration or otherwise) of all of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in such Grantor's right, title and interest in and to the following, in each case, as to each type of property described in this Section 4, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising (collectively, the "***Collateral***"):

(a) all equipment in all of its forms, including, without limitation, all machinery, tools, furniture and fixtures, and all parts thereof and all accessions thereto, including, without limitation, computer programs and supporting information that constitute equipment within the

meaning of the UCC (any and all such property, excluding motor vehicles, vessels and aircraft, being the "***Equipment***");

(b) all other goods, including all inventory in all of its forms, including, without limitation, (i) all raw materials, work in process, finished goods and materials used or consumed in the manufacture, production, preparation or shipping thereof, (ii) goods in which such Grantor has an interest in mass or a joint or other interest or right of any kind (including, without limitation, goods in which such Grantor has an interest or right as consignee) and (iii) goods that are returned to or repossessed or stopped in transit by such Grantor, and all accessions thereto and products thereof and documents therefor, including, without limitation, computer programs and supporting information that constitute inventory within the meaning of the UCC (any and all such property being the "***Inventory***");

(c) all accounts (including, without limitation, health-care-insurance receivables), chattel paper (including, without limitation, tangible chattel paper and electronic chattel paper), instruments (including, without limitation, promissory notes), deposit accounts, letter-of-credit rights, general intangibles (including, without limitation, payment intangibles) and other obligations of any kind, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services and whether or not earned by performance, and all rights now or hereafter existing in and to all supporting obligations and in and to all security agreements, mortgages, Liens, leases, letters of credit and other contracts securing or otherwise relating to the foregoing property (any and all of such accounts, chattel paper, instruments, deposit accounts, letter-of-credit rights, general intangibles and other obligations, to the extent not referred to in Section 4(d), (e) or (f), being the "***Receivables***," and any and all such supporting obligations, security agreements, mortgages, Liens, leases, letters of credit and other contracts being the "***Related Contracts***");

(d) the following (collectively, the "***Security Collateral***"):

(i) the Initial Pledged Equity and the certificates, if any, representing the Initial Pledged Equity, and all dividends, distributions, return of capital, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Initial Pledged Equity and all warrants, rights or options issued thereon or with respect thereto;

(ii) the Initial Pledged Debt and the instruments, if any, evidencing the Initial Pledged Debt, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Initial Pledged Debt;

(iii) all additional shares of stock and other Equity Interests from time to time acquired by such Grantor in any manner (such shares and other Equity Interests, together with the Initial Pledged Equity, being the "***Pledged Equity***"), and the certificates, if any, representing such additional shares or other Equity Interests, and all dividends, distributions, return of capital, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares or other Equity Interests and all warrants, rights or options issued thereon or with respect thereto;

(iv) all additional indebtedness from time to time owed to such Grantor (such indebtedness, together with the Initial Pledged Debt, being the "***Pledged Debt***") and the instruments, if any, evidencing such indebtedness, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness; and

(v) all investment property (including, without limitation, all (A) securities, whether certificated or uncertificated, (B) security entitlements, (C) securities accounts, (D) commodity contracts and (E) commodity accounts) in which such Grantor has now, or acquires from time to time hereafter, any right, title or interest in any manner, and the certificates or instruments, if any, representing or evidencing such investment property, and all dividends, distributions, return of capital, interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such investment property and all warrants, rights or options issued thereon or with respect thereto;

(e) all agreements, contracts and documents, including each Hedge Agreement and each Commodity Hedge and Power Sale Agreement to which such Grantor is now or may hereafter become a party, in each case as such agreements may be amended, amended and restated, supplemented or otherwise modified from time to time (collectively, the "***Assigned Agreements***"), including, without limitation, (i) all rights of such Grantor to receive moneys due and to become due under or pursuant to the Assigned Agreements, (ii) all rights of such Grantor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, (iii) claims of such Grantor for damages arising out of or for breach of or default under the Assigned Agreements and (iv) the right of such Grantor to terminate the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder (all such Collateral being the "***Agreement Collateral***");

(f) the following (collectively, the "***Account Collateral***"):

(i) the Pledged Accounts, the Collateral Accounts and all funds and financial assets from time to time credited thereto (including, without limitation, all Cash Equivalents), and all certificates and instruments, if any, from time to time representing or evidencing the Pledged Accounts or the Collateral Accounts;

(ii) all promissory notes, certificates of deposit, checks and other instruments from time to time delivered to or otherwise possessed by the Collateral Agent for or on behalf of such Grantor in substitution for or in addition to any or all of the then existing Account Collateral; and

(iii) all interest, dividends, distributions, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the then existing Account Collateral;

(g) the following (collectively, the "***Intellectual Property Collateral***"):

(i) all patents, patent applications, utility models and statutory invention registrations, all inventions claimed or disclosed therein and all improvements thereto ("***Patents***");

(ii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together, in each case, with the goodwill symbolized thereby ("***Trademarks***");

(iii) all copyrights, including, without limitation, copyrights in Computer Software (as hereinafter defined), internet web sites and the content thereof, whether registered or unregistered ("***Copyrights***");

(iv) all computer software, programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware and documentation and materials relating thereto, together with any and all maintenance rights, service rights, programming rights, hosting rights, test rights, improvement rights, renewal rights and indemnification rights and any substitutions, replacements, improvements, error corrections, updates and new versions of any of the foregoing ("***Computer Software***");

(v) all confidential and proprietary information, including, without limitation, know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, databases and data, including, without limitation, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information (collectively, "***Trade Secrets***"), and all other intellectual, industrial and intangible property of any type, including, without limitation, industrial designs and mask works;

(vi) all registrations and applications for registration for any of the foregoing, including, without limitation, those registrations and applications for registration, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

(vii) all tangible embodiments of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(viii) all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary ("***IP Agreements***"); and

(ix) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

(h) all commercial tort claims (the "***Commercial Tort Claims Collateral***");

(i) all books and records (including, without limitation, customer lists, credit files, printouts and other computer output materials and records) of such Grantor pertaining to any of the Collateral; and

(j) all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral (including, without limitation, proceeds, collateral and supporting obligations that constitute property of the types described in Section 4(a) through (i)) and, to the extent not otherwise included, all (A) payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral, and (B) Cash.

Each Grantor and the Collateral Agent hereby acknowledge and agree that (i) the Collateral shall not include and no security interest is granted in any Excluded Property or Avoidance Actions; *provided* that, upon the Final Order Entry Date, the proceeds of Avoidance Actions shall constitute Collateral and (ii) the Liens created hereby in the Collateral are not, in and of themselves, to be construed as a grant of a fee instrument (as opposed to a Lien) in any Copyrights, Patents or Trademarks.

Section 5. Security for Obligations.

(a) Without limiting the generality of the foregoing, this Agreement secures, as to each Grantor, the payment and performance in full when due, whether at stated maturity, by mandatory prepayment, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations owed by such Grantor to any Secured Party under the Loan Documents.

(b) The Liens and security interests granted under and pursuant to this Agreement may be independently granted by the other Loan Documents (including the Financing Orders). This Agreement, the Financing Orders and such other Loan Documents supplement each other and the grants, priorities, rights and remedies of the Collateral Agent and the other Secured Parties hereunder or thereunder are cumulative.

(c) The Liens and security interests, the priority thereof and all other rights and remedies granted to the Collateral Agent and the other Secured Parties under and pursuant to this Agreement, the Interim Order or, after entry thereof, the Final Order, or any other Loan Document shall be valid, binding, continuing, enforceable and fully perfected Liens on the Collateral owned by a Grantor by entry of the Interim Order or, after entry thereof, the Final Order, with the priority described in Section 2.16 of the Credit Agreement and shall not be modified, altered or impaired in any manner by any other financing, extension of credit or incurrence of debt by any Grantor (pursuant to any Bankruptcy Law or otherwise), or by any dismissal or conversion of any applicable Chapter 11 Cases. The Collateral Agent may, but shall not be required to, file any financing statements, notices of Lien or similar instruments on Collateral owned by a Grantor in any jurisdiction or filing office or to take any other action in order to validate or perfect such Liens and security interests.

Section 6. Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each Grantor shall remain liable under the contracts and agreements included in such Grantor's Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Collateral Agent of any of the rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral and (c) no Secured Party shall have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement or any other Loan Document, nor shall any Secured Party be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

Section 7. Delivery and Control of Security Collateral.

(a) All certificates or instruments representing or evidencing Security Collateral shall be delivered to (or have previously been delivered to) and held by or on behalf of the Collateral Agent pursuant hereto and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Collateral Agent. From and after the occurrence of and during the continuance of an Event of Default, the Collateral Agent shall, subject to the terms of such Security Collateral, have the right to exchange certificates or instruments representing or evidencing Security Collateral for certificates or instruments of smaller or larger denominations.

(b) With respect to any Security Collateral that constitutes an uncertificated security, the relevant Grantor will cause the issuer thereof either (i) to register the Collateral Agent as the registered owner of such security or (ii) to agree with such Grantor and the Collateral Agent that such issuer will comply with instructions with respect to such security originated by the Collateral

Agent without further consent of such Grantor, such agreement to be in form and substance satisfactory to the Collateral Agent (such agreement being an "***Uncertificated Security Control Agreement***").

(c) With respect to any Security Collateral that constitutes a security entitlement with an aggregate value in excess of $2,500,000 at any time as to which the financial institution acting as Collateral Agent hereunder is not the securities intermediary, the relevant Grantor will cause the securities intermediary with respect to such security entitlement either (i) to identify in its records the Collateral Agent as the entitlement holder thereof or (ii) to agree with such Grantor and the Collateral Agent that such securities intermediary will comply with entitlement orders originated by the Collateral Agent without further consent of such Grantor, such agreement to be in form and substance satisfactory to the Collateral Agent (a "***Securities Account Control Agreement***").

(d) Subject to (i) the terms of the Interim Order or, after entry thereof, the Final Order, (ii) the delivery of any notice expressly required under Section 9.02 of the Credit Agreement and the expiry of any notice period applicable to the exercise of such right or remedy and (iii) the terms of the Security Deposit Agreement and the revocable rights specified in Section 12(a), the Collateral Agent shall have the right, at any time in its discretion, to transfer to or to register in the name of the Collateral Agent or any of its nominees any or all of the Security Collateral.

(e) Subject to the terms of the Interim Order or, after entry thereof, the Final Order, from and after the occurrence of and during the continuance of an Event of Default, upon the request of the Collateral Agent, each Grantor will notify each issuer of Security Collateral granted by it hereunder that such Security Collateral is subject to the security interest granted hereunder.

Section 8. Maintaining the Account Collateral. Prior to the occurrence of a Repayment Event:

(a) Each Grantor will maintain deposit accounts and securities/deposit accounts (other than Counterparty Collateral Accounts (as defined in the Credit Agreement)) only with the Depositary in accordance with the terms of the Security Deposit Agreement, with the financial institution acting as Collateral Agent hereunder or with a bank (a "***Pledged Account Bank***") that has agreed with such Grantor and the Collateral Agent to comply with instructions originated by the Collateral Agent directing the disposition of funds in such deposit account or securities/deposit account without the further consent of such Grantor, such agreement to be in form and substance satisfactory to the Collateral Agent (a "***Securities/Deposit Account Control Agreement***") provided that no Securities/Deposit Account Control Agreement shall be required in respect of (i) any securities account or deposit account to the extent the amount on deposit in, or credited to, such account does not exceed $1,000,000 or (ii) the DIP Account (as defined in the Credit Agreement) (any such accounts, including the Local Accounts (as defined in the Security Deposit Agreement), the "***Unpledged Accounts***").

(b) Each Grantor will instruct each Pledged Account Bank to transfer to the Revenue Account, at the end of each Business Day, in same day funds, an amount equal to the amount by which the credit balance of the Pledged Account at such Pledged Account Bank exceeds $500,000. If any Grantor shall fail to give any instructions to any Pledged Account Bank, the Collateral Agent may do so without further notice to any Grantor.

(c) Each Grantor may draw checks on, and otherwise transfer or withdraw amounts from, the Pledged Accounts in such amounts as may be required in the ordinary course of business.

(d) Upon any termination by a Grantor of any Pledged Account, such Grantor will immediately transfer all funds and Property held in such terminated Pledged Account to another Pledged Account or the Revenue Account.

(e) Subject to the terms of the Interim Order or, after entry thereof, the Final Order, from and after the occurrence of and during the continuance of an Event of Default, upon the request of the Collateral Agent, each Grantor agrees to terminate any or all Pledged Accounts and Securities/Deposit Account Control Agreements.

(f) Subject to the terms of the Interim Order or, after entry thereof, the Final Order, the Collateral Agent may, at any time and without notice to, or consent from, the Grantor, transfer, or direct the transfer of, funds from the Pledged Accounts to satisfy the Grantor's obligations under the Loan Documents if any payment default that is an Event of Default shall have occurred and be continuing.

Section 9. Representations and Warranties. Each Grantor represents and warrants to the Collateral Agent as follows:

(a) Such Grantor's exact legal name, location, chief executive office, type of organization, jurisdiction of organization and organizational identification number is set forth in Schedule III hereto.

(b) All of the material Equipment and material Inventory of such Grantor (other than material Equipment in transit or in the possession of third parties in the ordinary course of business) are located at the places specified therefor in Schedule IV hereto.

(c) None of the Receivables or Agreement Collateral that has a value in excess of $300,000 individually or $2,000,000 in the aggregate is evidenced by a promissory note or other instrument that has not been delivered to the Collateral Agent.

(d) If such Grantor is an issuer of Security Collateral, such Grantor confirms that it has received notice of the security interest granted hereunder.

(e) The Initial Pledged Equity pledged by such Grantor constitutes the percentage of the issued and outstanding Equity Interests of the issuers thereof indicated on Schedule I hereto. The Initial Pledged Debt constitutes all of the outstanding indebtedness for borrowed money owed to such Grantor by the issuers thereof and is outstanding in the principal amount indicated on Schedule I hereto.

(f) Such Grantor has no deposit accounts, other than the Collateral Accounts and the Pledged Accounts listed on Schedule II hereto, the Counterparty Collateral Accounts, the Unpledged Accounts and additional Pledged Accounts as to which such Grantor has complied with the applicable requirements of Section 8.

(g) Such Grantor is not a beneficiary or assignee under any letter of credit with a face amount greater than $2,000,000, other than as described in Schedule V hereto and additional letters of credit as to which such Grantor has complied with the requirements of Section 14.

Section 10. Further Assurances. Subject to the terms of the Interim Order or, after entry thereof, the Final Order:

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, such Grantor will promptly execute and deliver, or otherwise authenticate, all further instruments and documents, and take all further action that may be necessary, or that the Collateral Agent may reasonably request, in order to perfect and protect any pledge or security interest granted or purported to be granted by such Grantor hereunder or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral of such Grantor.

Without limiting the generality of the foregoing, each Grantor will promptly with respect to Collateral of such Grantor: (i) if any such Collateral shall be evidenced by a promissory note or other instrument or chattel paper having a stated value in excess of $300,000 individually or $2,000,000 in the aggregate, deliver and pledge to the Collateral Agent hereunder such note or instrument or chattel paper duly indorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to the Collateral Agent; (ii) file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary, or as the Collateral Agent may reasonably request, in order to perfect and preserve the security interest granted or purported to be granted by such Grantor hereunder, and the Collateral Agent hereby authorizes such Grantor to make such filings; and (iii) deliver to the Collateral Agent evidence that all other actions that the Collateral Agent may deem reasonably necessary in order to perfect and protect the security interest granted or purported to be granted by such Grantor under this Agreement has been taken.

(b) Each Grantor hereby authorizes the Collateral Agent to file one or more financing or continuation statements, and amendments thereto, including, without limitation, one or more financing statements indicating that such financing statements cover all assets or all personal property, whether now owned or hereafter acquired or arising, (or words of similar effect) of such Grantor, regardless of whether any particular asset described in such financing statements falls within the scope of the UCC or the granting clause of this Agreement. A photocopy or other reproduction of this Agreement shall be sufficient as a financing statement where permitted by law. Each Grantor ratifies its authorization for the Collateral Agent to have filed such financing statements, continuation statements or amendments filed prior to the date hereof.

Section 11. Post-Closing Changes; Collections on Assigned Agreements, Receivables and Related Contracts.

(a) No Grantor will change its name, type of organization, jurisdiction of organization, organizational identification number or location from those set forth in Section 9(a) of this Agreement without first giving at least 30 days' prior written notice to the Collateral Agent and taking all action reasonably requested by the Collateral Agent for the purpose of perfecting or protecting the security interest granted by this Agreement. Each Grantor will hold and preserve its records relating to the Collateral, including, without limitation, the Assigned Agreements and Related Contracts, and will permit representatives of the Collateral Agent at any time upon reasonable notice and during normal business hours to inspect and make abstracts from such records and other documents. If any Grantor does not have an organizational identification number and later obtains one, it will forthwith notify the Collateral Agent of such organizational identification number.

(b) Except as otherwise provided in this Section 11(b), each Grantor will continue to collect, at its own expense, all amounts due or to become due such Grantor under the Assigned Agreements, Receivables and Related Contracts. In connection with such collections, such Grantor may take such action as such Grantor may deem necessary or advisable to enforce collection of the Assigned Agreements, Receivables and Related Contracts; *provided*, *however*, that the Collateral Agent shall have the right, upon the occurrence and during the continuance of an Event of Default and upon written notice to such Grantor of its intention to do so, to notify the Obligors under any Assigned Agreements, Receivables and Related Contracts of the assignment of such Assigned Agreements, Receivables and Related Contracts to the Collateral Agent and to direct such Obligors to make payment of all amounts due or to become due to such Grantor thereunder directly to the Collateral Agent and, upon such notification and at the expense of such Grantor, to enforce collection of any such Assigned Agreements, Receivables and Related Contracts, to adjust, settle or compromise the amount or payment thereof, in the same manner and

to the same extent as such Grantor might have done, and to otherwise exercise all rights with respect to such Assigned Agreements, Receivables and Related Contracts, including, without limitation, those set forth set forth in Section 9-607 of the UCC. After receipt by any Grantor of the notice from the Collateral Agent referred to in the proviso to the preceding sentence, (i) all amounts and proceeds (including, without limitation, instruments) received by such Grantor in respect of the Assigned Agreements, Receivables and Related Contracts of such Grantor shall be received in trust for the benefit of the Collateral Agent hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Collateral Agent in the same form as so received (with any necessary indorsement) to be deposited in the Revenue Account for application in accordance with the Security Deposit Agreement and (ii) such Grantor will not adjust, settle or compromise the amount or payment of any Receivable or amount due on any Assigned Agreement or Related Contract, release wholly or partly any Obligor thereof or allow any credit or discount thereon. No Grantor will consent to the subordination of its right to payment under any of the Assigned Agreements, Receivables and Related Contracts to any other indebtedness or obligations of the Obligor thereof except as could not be reasonably be expected to have a Material Adverse Effect.

Section 12. Voting Rights; Dividends; Etc.

(a) So long as no Event of Default shall have occurred and be continuing and until such time as such Grantor has received notice from the Collateral Agent directing such Grantor to cease exercising the rights set out in this Section 12(a):

(i) Each Grantor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Security Collateral of such Grantor or any part thereof for any purpose not inconsistent with the terms of this Agreement or the other Loan Documents.

(ii) Each Grantor shall be entitled to receive and retain any and all dividends, interest and other distributions paid in respect of the Security Collateral of such Grantor if and to the extent that the payment thereof is not otherwise prohibited by the terms of the Loan Documents; *provided*, *however*, that any and all

(A) dividends, interest and other distributions paid or payable other than in cash in respect of, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Security Collateral shall be, and shall be forthwith delivered to the Collateral Agent to hold as, Security Collateral and shall, if received by such Grantor, be received in trust for the benefit of the Collateral Agent, be segregated from the other property or funds of such Grantor and be forthwith delivered to the Collateral Agent as Security Collateral in the same form as so received (with any necessary indorsement),

(B) dividends and other distributions paid or payable in cash in respect of any Security Collateral in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid in surplus shall be deposited in the Revenue Account or such other account as provided for in the Security Deposit Agreement, and

(C) cash paid, payable or otherwise distributed in respect of principal of, or in redemption of, or in exchange for, any Security Collateral shall be deposited in the Revenue Account or such other account as provided for in the Security Deposit Agreement.

(iii) The Collateral Agent will execute and deliver (or cause to be executed and delivered) to each Grantor all such proxies and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and other rights that it is entitled to exercise pursuant to Section 12(a)(i) and to receive the dividends or interest payments that it is authorized to receive and retain pursuant to Section 12(a)(ii).

(b) Upon the occurrence and during the continuance of an Event of Default:

(i) All rights of each Grantor (A) to exercise or refrain from exercising the voting and other consensual rights that it would otherwise be entitled to exercise pursuant to Section 12(a)(i) shall, upon notice to such Grantor by the Collateral Agent, cease and (B) to receive the dividends, interest and other distributions that it would otherwise be authorized to receive and retain pursuant to Section 12(a)(ii) shall automatically cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall thereupon have the sole right to exercise or refrain from exercising such voting and other consensual rights and to receive and hold as Security Collateral such dividends, interest and other distributions.

(ii) All dividends, interest and other distributions that are received by any Grantor contrary to the provisions of Section 12(b)(i) shall be received in trust for the benefit of the Collateral Agent, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Collateral Agent as Security Collateral in the same form as so received (with any necessary indorsement).

Section 13. As to the Assigned Agreements.

(a) Each Grantor hereby consents on its behalf to the assignment and pledge to the Collateral Agent for benefit of the Secured Parties of each Assigned Agreement to which it is a party by any other Grantor hereunder.

(b) Each Grantor agrees, and has effectively so instructed each other party to each Assigned Agreement to which it is a party, that all payments due or to become due under or in connection with such Assigned Agreement will be made directly to the Revenue Account.

Section 14. As to Letter-of-Credit Rights.

(a) Each Grantor, by granting a security interest in its Receivables consisting of letter-of-credit rights to the Collateral Agent, intends to (and hereby does) assign to the Collateral Agent its rights (including its contingent rights) to the proceeds of all Related Contracts consisting of letters of credit of which it is or hereafter becomes a beneficiary or assignee. Each Grantor will promptly use its commercially reasonable efforts to cause the issuer of each letter of credit with a face amount greater than $2,000,000 and each nominated person (if any) with respect thereto to consent to such assignment of the proceeds thereof pursuant to a consent in form and substance reasonably satisfactory to the Collateral Agent and deliver written evidence of such consent to the Collateral Agent.

(b) Upon the occurrence of an Event of Default, each Grantor will, promptly upon request by the (i) notify (and such Grantor hereby authorizes the Collateral Agent to notify) the issuer and each nominated person with respect to each of the Related Contracts consisting of letters of credit that the proceeds thereof have been assigned to the Collateral Agent hereunder and any payments due or to become due in respect thereof are to be made directly to the Collateral Agent or its designee and (ii) arrange for the Collateral Agent to become the transferee beneficiary of letter of credit.

Section 15. Collateral Agent Appointed Attorney in Fact. Each Grantor hereby irrevocably appoints the Collateral Agent such Grantor's attorney in fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time, upon the occurrence and during the continuance of an Event of Default (subject to the terms of the Interim Order or, after entry thereof, the Final Order, in the Collateral Agent's discretion, to take any action and to execute any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral,

(b) to receive, indorse and collect any drafts or other instruments, documents and chattel paper, in connection with the foregoing clause (a), and

(c) to file any claims or take any action or institute any proceedings that the Collateral Agent may deem necessary for the collection of any of the Collateral or otherwise to enforce compliance with the terms and conditions of any Assigned Agreement or the rights of the Collateral Agent with respect to any of the Collateral.

Section 16. Collateral Agent May Perform. If any Grantor fails to perform any agreement contained herein, the Collateral Agent may, but without any obligation to do so and without notice, itself perform, or cause performance of, such agreement, and the expenses of the Collateral Agent incurred in connection therewith shall be payable by such Grantor under Section 9.04 of the Credit Agreement.

Section 17. The Collateral Agent's Duties. The powers conferred on the Collateral Agent hereunder are solely to protect the Secured Parties' interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Collateral Agent shall have no duty as to any Collateral, as to ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Collateral, whether or not any Secured Party has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which it accords its own property.

Section 18. Remedies. Subject to the terms of the Interim Order or, after entry thereof, the Final Order, if any Event of Default shall have occurred and be continuing:

(a) The Collateral Agent may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a Secured Party upon default under the UCC (whether or not the UCC applies to the affected Collateral) and also may: (i) require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Collateral Agent forthwith, assemble all or part of the Collateral as directed by the Collateral Agent and make it available to the Collateral Agent at a place and time to be designated by the Collateral Agent that is reasonably convenient to both parties; (ii) without notice except as specified in this Section 18(a), sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Collateral Agent may deem commercially reasonable; (iii) occupy any premises owned or leased by any of the Grantors where the Collateral or any part thereof is assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to

such Grantor in respect of such occupation; and (iv) exercise any and all rights and remedies of any of the Grantors under or in connection with the Collateral, or otherwise in respect of the Collateral, including, without limitation, (A) any and all rights of such Grantor to demand or otherwise require payment of any amount under, or performance of any provision of, the Assigned Agreements, the Receivables, the Related Contracts and the other Collateral, (B) withdraw, or cause or direct the withdrawal, of all funds with respect to the Account Collateral and (C) exercise all other rights and remedies with respect to the Assigned Agreements, the Receivables, the Related Contracts and the other Collateral, including, without limitation, those set forth in Section 9-607 of the UCC. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Any cash held by or on behalf of the Collateral Agent and all cash proceeds received by or on behalf of the Collateral Agent in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of the Collateral Agent, be held by the Collateral Agent as collateral and shall be applied by the Collateral Agent in accordance with the provisions of the Credit Agreement.

(c) The Collateral Agent may, without notice to any Grantor except as required by law and at any time or from time to time, charge, set off and otherwise apply all or any part of the Secured Obligations against any funds held with respect to the Account Collateral or in any other deposit account.

(d) The Collateral Agent may send to each bank, securities intermediary or issuer party to any Securities/Deposit Account Control Agreement, Securities Account Control Agreement or Uncertificated Security Control Agreement a "*Notice of Exclusive Control*" as defined in and under such Agreement.

(e) In the event of any sale or other disposition of any of the Intellectual Property Collateral of any Grantor, the goodwill symbolized by any Trademarks subject to such sale or other disposition shall be included therein, and such Grantor shall supply to the Collateral Agent or its designee such Grantor's know-how and expertise, and documents and things relating to any Intellectual Property Collateral subject to such sale or other disposition, and such Grantor's customer lists and other records and documents relating to such Intellectual Property Collateral and to the manufacture, distribution, advertising and sale of products and services of such Grantor.

Each Grantor agrees that a breach by any Grantor of any of the covenants contained in this Agreement will cause irreparable injury to the Secured Parties, that the Collateral Agent has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Agreement shall be specifically enforceable against such Grantor. Each Grantor waives and hereby agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Secured Obligations becoming due and payable prior to their stated maturities. Nothing in this Section 19 shall in any way limit the rights of the Collateral Agent hereunder.

Section 19. Amendments; Waivers; Etc. Subject to the approval of the Bankruptcy Court (to the extent required by the Financing Orders):

(a) No amendment or waiver of any provision of this Agreement, and no consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Collateral Agent and each Grantor, in the case of any amendment, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Collateral Agent or any other Secured Party to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

(b) Notwithstanding the other provisions of this Agreement, the Grantors and the Collateral Agent may (but shall have no obligation to) amend or supplement this Agreement without the consent of any Secured Party: (i) to cure any ambiguity, defect or inconsistency; or (ii) to make, complete or confirm any grant of Collateral permitted or required by this Agreement or any of the other Loan Documents or any release of any Collateral that is otherwise permitted under the terms of this Agreement and the other Loan Documents.

Section 20. Notices, Etc. All notices and other communications provided for hereunder shall be either (i) in writing (including telecopier communication) and mailed, telecopied or otherwise delivered or (ii) by electronic mail (if electronic mail addresses are designated in a written notice to the other parties) confirmed immediately in writing, in the case of the Borrower or the Collateral Agent, addressed to it at its address specified in the Credit Agreement and, in the case of each Grantor other than the Borrower, addressed to it at its address set forth opposite such Grantor's name on the signature pages hereto; or, as to any party, at such other address as shall be designated by such party in a written notice to the other parties. All such notices and other communications shall, when mailed, telecopied, sent by electronic mail or otherwise, be effective when deposited in the mails, telecopied, sent by electronic mail and confirmed in writing, or otherwise delivered (or confirmed by a signed receipt), respectively, addressed as aforesaid; except that notices and other communications to the Collateral Agent shall not be effective until received by the Collateral Agent. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this Agreement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

Section 21. Continuing Security Interest; Assignments under the Credit Agreement. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the occurrence of a Repayment Event, (b) be binding upon each Grantor, its successors and assigns and (c) inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of the Secured Parties and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Secured Party may assign or otherwise transfer all or any portion of its rights and obligations under the Loan Documents (including, without limitation, all or any portion of its Commitments, the DIP Loans owing to it and any promissory note held by it) to any other Person subject to the terms of the Loan Documents, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Secured Party herein or otherwise.

Section 22. Financing Orders Control. In the event of any conflict between the provisions set forth in this Agreement and those set forth in the applicable Financing Order, the provisions of the applicable Financing Order shall supersede and control the terms and provisions of this Agreement. In the event the Collateral Agent decides, or is required, to take any action hereunder, it shall take such action only in accordance with the terms and provisions of the applicable Financing Order.

Section 23. The Mortgages. In the event that any of the Collateral hereunder is also subject to a valid and enforceable Lien under the terms of any mortgage and the terms of such mortgage

are inconsistent with the terms of this Agreement, then, with respect to such Collateral, the terms of such mortgage shall be controlling in the case of fixtures and real estate leases, letting and licenses of, and contract and agreements relating to the lease of, real property, and the terms of this Agreement shall be controlling in the case of all other Collateral.

Section 24. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be effective as delivery of an original executed counterpart of this Agreement.

Section 25. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York and, to the extent applicable, the Bankruptcy Code.

Section 26. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all agreements entered into prior to the date hereof with respect to the subject matter hereof.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the Effective Date.

GRANTORS

NEW MACH GEN, LLC

By: _____

Name:

Title:

MACH GEN, LLC

By: _____

Name:

Title:

NEW ATHENS GENERATING COMPANY, LLC

By: _____

Name:

Title:

MILLENNIUM POWER PARTNERS, L.P.

By: _____

Name:

Title:

NEW HARQUAHALA GENERATING COMPANY, LLC,

By: _____

Name:

Title:

MACH GEN GP, LLC

By: _____

Name:

Title:

COLLATERAL AGENT

CLMG CORP.

By: _____

Name: James Erwin

Title: President

SCHEDULE I
TO
SECURITY AGREEMENT

INVESTMENT PROPERTY

Part I – Initial Pledged Shares

Grantor	Issuer	Class of Equity Interest	Par Value	Certificate Numbers	Number of Units / Partnership Interest	Percentage of Outstanding Units / Partnership Interest
MACH Gen, LLC	New MACH Gen, LLC	Common	$0.01	1	100	100.0%
New MACH Gen, LLC	New Athens Generating Company, LLC	Common	$0.01	4	100	100.0%
New MACH Gen, LLC	New Harquahala Generating Company, LLC	Common	$0.01	4	100	100.0%
MACH Gen GP, LLC	Millennium Power Partners, L.P.	Common	$0.01	5	99.5	99.5%
New MACH Gen, LLC	Millennium Power Partners, L.P.	Common	$0.01	7	0.5	0.5%
New MACH Gen, LLC	MACH Gen GP, LLC	Common	$0.01	1	100	100.0%

Part II – Initial Pledged Debt

Grantor	Debt Issuer	Description of Debt	Debt Certificate Numbers	Final Maturity	Outstanding Principal Amount

New MACH GEN, LLC	Millennium Power Partners, L.P.	Intercompany Note dated April 28, 2014	N/A	N/A	$0
New MACH GEN, LLC	Millennium Power Partners, L.P.	Intercompany Note dated April 28, 2014	N/A	N/A	$0
New MACH GEN, LLC	New Athens Generating Company, LLC	Intercompany Note dated April 28, 2014	N/A	N/A	$0

Part III – Other Investment Property

Grantor	Issuer	Name of Investment	Certificate Numbers	Amount	Other Identification
None	None	None	None	None	None

SCHEDULE II
TO
SECURITY AGREEMENT

PLEDGED ACCOUNTS[1]

None.

[1] To be updated on the date hereof, if necessary.

SCHEDULE III
TO
SECURITY AGREEMENT

LOCATION, CHIEF EXECUTIVE OFFICE, TYPE OF ORGANIZATION, JURISDICTION OF ORGANIZATION AND ORGANIZATIONAL IDENTIFICATION NUMBER[2]

New MACH Gen, LLC
1780 Hughes Landing, Suite 800
The Woodlands, TX 77380
Formation Jurisdiction: Delaware
Tax ID: 20-1306738

MACH Gen, LLC
1780 Hughes Landing, Suite 800
The Woodlands, TX 77380
Formation Jurisdiction: Delaware
Tax ID: 20-1306738

New Athens Generating Company, LLC
9300 US Highway 9W
Athens, NY 12015
Formation Jurisdiction: Delaware
Tax ID: 65-1230156

New Harquahala Generating Company, LLC
2530 491st Ave
Tonopah, AZ 85354
Formation Jurisdiction: Delaware
Tax ID: 65-1230092

Millennium Power Partners, L.P.
10 Sherwood Lane
Charlton, MA 01507
Formation Jurisdiction: Delaware
Tax ID: 52-1756688

MACH Gen GP, LLC
10 Sherwood Lane
Charlton, MA 01507
Formation Jurisdiction: Delaware
Tax ID: 20-1306738

[2] To be updated on the date hereof, if necessary.

SCHEDULE IV
TO
SECURITY AGREEMENT

LOCATION OF EQUIPMENT AND INVENTORY[3]

New Athens Generating Company, LLC
9300 US Highway 9W
Athens, NY 12015

New Harquahala Generating Company, LLC
2530 491st Ave
Tonopah, AZ 85354

Millennium Power Partners, L.P.
10 Sherwood Lane
Charlton, MA 01507

[3] To be updated on the date hereof, if necessary.

SCHEDULE V
TO
SECURITY AGREEMENT

LETTERS OF CREDIT[4]

1. LC #

Issuing bank:

Beneficiary:

Amount: $[●]

Issuance date: [●]

Expiry date: [●]

Purpose:

[4] To be completed on the date hereof.

Exhibit H
to the
Restructuring Support Agreement

DISCLOSURE STATEMENT

See Disclosure Statement

Exhibit I
to the
Restructuring Support Agreement

SOLICITATION MATERIALS

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE DISCLOSURE STATEMENT

BALLOT FOR HOLDERS IN

CLASS 3A
(First Lien Revolver Claims)

FOR ACCEPTING OR REJECTING
JOINT PREPACKAGED CHAPTER 11 PLAN OF NEW MACH GEN, LLC AND ITS AFFILIATED DEBTORS AND DEBTORS IN POSSESSION

New MACH Gen, LLC and its subsidiaries MACH Gen GP, LLC, Millennium Power Partners, L.P., New Athens Generating Company, LLC, and New Harquahala Generating Company, LLC, as debtors and debtors in possession (collectively, "New MACH Gen") are sending this ballot (this "Ballot") in order to solicit your vote to accept or reject the Joint Prepackaged Chapter 11 Plan of New MACH Gen, LLC and Its Affiliated Debtors and Debtors in Possession, dated June 4, 2018 (as it may be amended, supplemented, restated, or modified from time to time and, together with the Plan Supplement, the "Plan").[1] The Plan is attached as Exhibit A to the Disclosure Statement for Joint Prepackaged Chapter 11 Plan of New Mach Gen, LLC and Its Affiliated Debtors and Debtors in Possession, dated June 4, 2018 (including all exhibits thereto, the "Disclosure Statement"), which accompanies this Ballot. As described in the Disclosure Statement, New MACH Gen currently intends to commence cases under chapter 11 of the Bankruptcy Code following this solicitation.

This Ballot is being sent to all Entities that hold First Lien Revolver Claims in Class 3A (any such Claims, the "Class 3A Claims" as of June 4, 2018 the "Voting Record Date"). If you hold Claims or Interests in more than one class, you will receive a separate ballot for each class in which you are entitled to vote. Holders of Class 3A Claims are Impaired under the Plan and are therefore entitled to vote to accept or reject the Plan. In order for your vote to count, you must complete and return this Ballot in accordance with the instructions set forth herein.

If holders of at least two-thirds in amount and more than one-half in number of the Allowed Class 3A Claims that have voted on the Plan vote to accept the Plan, Class 3A will be deemed to have accepted the Plan. If the Plan is confirmed by the Bankruptcy Court, it will be made binding upon you regardless of whether or not you vote and regardless of whether or not Class 3A accepts the Plan.

[1] Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Plan.

Please read and follow the enclosed voting instructions and return your originally signed ballot to Prime Clerk LLC ("Prime Clerk" or the "Voting Agent") according to the instructions below, so that your ballot is actually received by the Voting Agent no later than 5:00p.m. (prevailing Eastern time) on June 5, 2018 (the "Voting Deadline").

If you have any questions on how to properly complete this ballot, please call Prime Clerk at 844-242-7491 (domestic) or 929-333-8974 (international).

Submitting Your Ballot: You must submit your ballot to the Voting Agent using one of the following two (2) methods:

1. Via Overnight Courier or Hand Delivery. Submit your ballot (with an original signature) promptly via overnight courier or hand delivery to:

New MACH Gen Ballot Processing
c/o Prime Clerk, LLC
830 Third Avenue, 3rd Floor
New York, NY 10022

or

2. Via Online Voting Portal. Submit your Ballot promptly via the Voting Agent's online portal at https://cases.primeclerk.com/newmachgenballots. Click on the "E-Ballot" section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#:_____

The Voting Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted unless otherwise expressly permitted by New MACH Gen.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

Creditors who cast a Ballot using the Voting Agent's online portal should NOT also submit a paper Ballot.

IMPORTANT

YOU SHOULD CAREFULLY REVIEW THE DISCLOSURE STATEMENT AND THE PLAN BEFORE YOU VOTE. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND THE CLASSIFICATION AND TREATMENT OF YOUR CLAIM UNDER THE PLAN.

VOTING DEADLINE: 5:00P.M. PREVAILING EASTERN TIME ON JUNE 5, 2018

VOTING RECORD DATE: JUNE 4, 2018

IF THIS BALLOT IS NOT COMPLETED, SIGNED, AND ACTUALLY RECEIVED BY THE VOTING AGENT BY THE VOTING DEADLINE, YOUR VOTE SHALL NOT BE COUNTED, EXCEPT AS MAY BE DETERMINED IN NEW MACH GEN'S SOLE DISCRETION, AND ANY ELECTION TO OPT OUT OF THE THIRD-PARTY RELEASES WILL NOT BE VALID.

NO BALLOT SHOULD BE SENT TO ANY OF THE NEW MACH GEN ENTITIES, NEW MACH GEN'S AGENTS (OTHER THAN THE VOTING AGENT), OR NEW MACH GEN'S FINANCIAL OR LEGAL ADVISORS. IF SO SENT, THE BALLOT WILL NOT BE COUNTED IN CONNECTION WITH THE PLAN.

IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT, IT WILL BE BINDING UPON YOU WHETHER OR NOT YOU VOTE.

Item 1. **Amount of Claim**. The undersigned certifies that it is the record holder of a Class 3A Claim as of June 4, 2018 (the "Voting Record Date") in an aggregate outstanding principal amount of (verify the amount in the box below):

$

Item 2. **Class 3A Vote**. If you vote to accept the Plan, your vote constitutes an acceptance of and consent to (a) the classification and treatment of your claim under the Plan and (b) the releases and injunctions set forth in the Plan (including the Third-Party Releases set forth in Article IX.D.2 thereof (the "Third-Party Releases")).

If you vote to reject the Plan or if you do not cast a vote to accept or reject the Plan, please see Item 3 below and refer to Article IX.D.2 of the Plan for information about the Third-Party Releases.

Any Ballot that is executed by the holder of a Class 3A Claim that indicates both an acceptance and a rejection of the Plan or does not indicate either an acceptance or rejection of the Plan will not be counted.

The Plan, though proposed jointly, constitutes separate plans proposed by each of the New MACH Gen entities. Your vote will count as votes for or against, as applicable, each plan proposed by each New MACH Gen entity.

The holder of the Class 3A Claim identified in Item 1 votes as follows (check one box only – if you do not check a box or you check both boxes, your vote will not be counted):

ACCEPT (VOTE FOR) THE PLAN	REJECT (VOTE AGAINST) THE PLAN
☐	☐

Item 3. **Third-Party Releases**. The settlement, release, injunction, and related provisions contained in Article IX of the Plan are included in the Disclosure Statement. The Third-Party Release provisions provide as follows:

On and after the Effective Date, to the maximum extent permitted by applicable law, each Releasing Party (other than New MACH Gen, Reorganized New MACH Gen and Reorganized New Harquahala, which releases therefrom are set forth in Article IX.D.1 of the Plan) shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Released Parties from, and covenanted not to sue on account of, any and all claims, interests, obligations (contractual or otherwise), rights, suits, damages, Causes of Action (including Avoidance Actions), remedies, and liabilities whatsoever, including any derivative claims assertable by or on behalf of a New MACH Gen Entity, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Releasing

Party would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity (including any New MACH Gen Entity), based on or relating to, or in any manner arising from, in whole or in part, New MACH Gen, the Chapter 11 Cases, the DIP Claims, the First Lien Claims, the purchase, sale, or rescission of the purchase or sale of any security of New MACH Gen, Reorganized New MACH Gen or Reorganized New Harquahala, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any New MACH Gen Entity and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or dissemination of the Plan (including, for the avoidance of doubt, the Plan Supplement), the Disclosure Statement, the Restructuring Support Agreement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined by a Final Order of a court of competent jurisdiction to have constituted willful misconduct, fraud, or gross negligence.

"Released Party" includes (a) the Plan Proponents; (b) Reorganized MACH Gen and Reorganized New Harquahala; (c) Talen; (d) the DIP Agent and DIP Lenders, (e) the First Lien Agent and the First Lien Lenders; (f) the New First Lien Agent and the New First Lien Lenders; (g) the New Second Lien Agent and the New Second Lien Lenders; and (h) each of the foregoing Entities' Affiliates, and each such Entities' and their Affiliates' respective predecessors, successors and assigns, and current and former shareholders, subsidiaries, directors, officers, funds, members, employees, partners, managers, agents, representatives, principals, consultants, attorneys, and professional advisors (each in their capacity as such); provided, however, that "Released Parties" shall not include any Entity that "opts out" of being a Releasing Party (as described in the definition therefor), provided further that the foregoing clause (h) shall not apply with respect to any Entity that "opts out" of being a Releasing Party (as described in the definition therefor).

All entities are advised to carefully review and consider the Plan, including the settlement, release, exculpation, and injunction provisions, as their rights may be affected.

COMPLETE THIS ITEM ONLY IF YOU VOTED TO REJECT THE PLAN OR IF YOU DID NOT VOTE TO EITHER ACCEPT OR REJECT THE PLAN IN ITEM 2 ABOVE. Pursuant to the Plan, if you return a Ballot and vote to accept the Plan, you are automatically deemed to have accepted the Third-Party Releases. You are also deemed to have accepted the Third-Party Releases if you return a Ballot and vote to reject the Plan or if you do not cast a vote with respect to the Plan; provided, however, that if you vote to reject the Plan or do not cast a vote with

respect to the Plan, you may check the box below to opt-out of the Third-Party Releases.

☐ **By checking this box, I elect to Opt-Out of the Third-Party Releases**

Item 4. **Certification and Acknowledgement**. By signing this Ballot, the undersigned certifies to the Bankruptcy Court and New MACH Gen under penalty of perjury that (a) it has full power and authority to vote to accept or reject the Plan with respect to the Class 3A Claim listed in Item 1, (b) it was the holder of the Class 3A Claim described in Item 1 as of the Voting Record Date, and (c) it has received a copy of the Disclosure Statement and understands that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement and the Plan.

Additionally, by signing this Ballot, the undersigned claimant certifies that he/she/it has access to the type of information necessary to evaluate whether to vote on the Plan.

Name of Voter: _____
(Print or Type)

Social Security or Federal Tax ID. No.: _____

Signature: _____

Print Name: _____

Title: _____
(If Appropriate)

Street Address: _____

City, State, Zip Code: _____

Telephone Number: ( ) _____

Email Address: _____

Date Completed: _____

PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT PROMPTLY!

PLEASE DELIVER THIS BALLOT TO THE VOTING AGENT VIA OVERNIGHT COURIER OR HAND-DELIVERY OR VIA THE VOTING AGENT'S ONLINE VOTING PORTAL, SO AS TO BE ACTUALLY RECEIVED NO LATER THAN 5:00P.M. (PREVAILING EASTERN TIME) ON JUNE 5, 2018. IF THIS BALLOT IS NOT PROPERLY COMPLETED, SIGNED, AND TIMELY RECEIVED BY THE VOTING AGENT BY THE VOTING DEADLINE, YOUR VOTE SHALL NOT BE COUNTED, EXCEPT AS MAY BE DETERMINED IN NEW MACH GEN'S SOLE DISCRETION, AND ANY ELECTION TO OPT OUT OF THE THIRD-PARTY RELEASES WILL NOT BE VALID.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, IF YOU DID NOT RECEIVE A BALLOT OR RECEIVED A DAMAGED BALLOT, OR IF YOU NEED AN ADDITIONAL BALLOT OR ADDITIONAL COPIES OF THE DISCLOSURE STATEMENT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE VOTING AGENT BY EMAIL AT NEWMACHGENBALLOTS@PRIMECLERK.COM OR BY PHONE AT 844-242-7491 (DOMESTIC) OR 929-333-8974 (INTERNATIONAL)

PLEASE NOTE THAT THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

VOTING INSTRUCTIONS

1. New MACH Gen is soliciting your vote to accept or reject the Joint Prepackaged Chapter 11 Plan of New MACH Gen, LLC and Its Affiliated Debtors and Debtors in Possession, dated June 4, 2018 (as it may be amended, supplemented, restated, or modified from time to time and including the Plan Supplement). Please review the Plan and Disclosure Statement carefully before you complete this Ballot.

2. To have your vote counted, your properly completed Ballot must be **actually received** by Prime Clerk LLC, the Voting Agent, by no later than the Voting Deadline of 5:00 p.m. (prevailing Eastern time) on June 5, 2018. **Delivery of a Ballot by facsimile, e-mail, or any other electronic means other than the Voting Agent's online voting portal shall not be accepted unless otherwise expressly permitted by New MACH Gen.**

3. Except as otherwise specifically provided in the Plan, New MACH Gen reserves the right to modify the Plan, whether such modification is material or immaterial, and seek confirmation of the Plan consistent with the Bankruptcy Code.

4. Each Ballot has been coded to reflect the Class of Claims or Interests it represents. Accordingly, in voting to accept or reject the Plan, you must use only the coded Ballot(s) sent to you with the Disclosure Statement. If you hold Claims or Interests in more than one Class and you are entitled to vote such Claims or Interests in more than one Class, you will receive separate Ballots, which must be used for each separate Class of Claims or Interests.

5. If more than one timely, properly-completed Ballot is received with respect to the same Class 3A Claim, the Ballot that will be counted for purposes of determining whether sufficient acceptances required to confirm the Plan have been received will be the Ballot that the Voting Agent determines was the last to be received.

6. Holders of Class 3A Claims must vote the entirety of their Class 3A Claims either to accept or reject the Plan and may not split any such votes. Accordingly, holders of Class 3A Claims should submit one Ballot that votes the entirety of their Class 3A Claim. To the extent the Voting Agent receives more than one Ballot from any holder of a Class 3A Claim, such holder shall only be deemed to have voted once to accept or reject the Plan with respect to such Class 3A Claim. A Ballot that partially rejects and partially accepts the Plan will not be counted.

7. If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other entity acting in a fiduciary or representative capacity, such entity should indicate such capacity when signing and, if requested by New MACH Gen, will be required to submit proper evidence satisfactory to New MACH Gen of authority to so act. Authorized signatories should submit the separate Ballot of each holder for whom they are voting.

8. If a Class 3A Claim has been estimated or otherwise allowed for voting purposes by an order of the Bankruptcy Court pursuant to Bankruptcy Rule 3018(a), such Class 3A Claim shall be temporarily allowed in the amount so estimated or allowed by the Bankruptcy Court for voting purposes only and not for purposes of allowance or distribution.

9. To complete the Ballot properly take the following steps:

- Verify the amount of your Class 3A Claim as of the Voting Record Date in Item 1.
- Cast your vote either to accept or to reject the Plan by checking the proper box in Item 2. Ballots that are signed and returned, but not expressly voted to accept or reject the Plan or are expressly voted to accept and reject the Plan, will not be counted. A Ballot accepting or rejecting the Plan may not be revoked after the Voting Deadline, subject to the terms of the Restructuring Support Agreement.
- If you voted to reject the Plan or if you did not vote to either accept or reject the plan in Item 2, and want to opt-out of the Third-Party Releases set forth in Article IX.D.2 of the Plan, check the box in Item 3.
- Read Item 4 carefully.
- **Sign** and **date** your Ballot.
- If you believe that you received a Ballot by mistake, please immediately contact the Voting Agent by email at **newmachgenballots@primeclerk.com** or by phone at **844-242-7491 (domestic) or 929-333-8974 (international)**
- If you are completing this Ballot on behalf of another person or entity, indicate your relationship with that person or entity and the capacity in which you are signing in the signature block of the Ballot.
- Provide your name and mailing address if (i) different from the printed address that appears on the Ballot or (ii) no pre-printed address appears on the Ballot.
- Return the originally signed Ballot to the Voting Agent (so that it is **actually received** no later than the Voting Deadline of 5:00 p.m.(prevailing Eastern time) on June 5, 2018 by one of the two methods set forth below:

    1. Via overnight courier or hand delivery to:

        New MACH Gen Ballot Processing
        c/o Prime Clerk LLC
        830 3rd Avenue, 3rd Floor
        New York, NY 10022

    2. Via the Voting Agent's online voting portal at:

        https://cases.primeclerk.com/newmachgenballots

PLEASE RETURN YOUR BALLOT PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE VOTING AGENT BY EMAIL AT **NEWMACHGENBALLOTS@PRIMECLERK.COM** OR BY PHONE AT **844-242-7491 (DOMESTIC) OR 929-333-8974 (INTERNATIONAL)**

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE DISCLOSURE STATEMENT

BALLOT FOR HOLDERS IN

CLASS 3B
(First Lien Term Loan Claims)

FOR ACCEPTING OR REJECTING
JOINT PREPACKAGED CHAPTER 11 PLAN OF NEW MACH GEN, LLC AND ITS AFFILIATED DEBTORS AND DEBTORS IN POSSESSION

New MACH Gen, LLC and its subsidiaries MACH Gen GP, LLC, Millennium Power Partners, L.P., New Athens Generating Company, LLC, and New Harquahala Generating Company, LLC, as debtors and debtors in possession (collectively, "New MACH Gen") are sending this ballot (this "Ballot") in order to solicit your vote to accept or reject the Joint Prepackaged Chapter 11 Plan of New MACH Gen, LLC and Its Affiliated Debtors and Debtors in Possession, dated June 4, 2018 (as it may be amended, supplemented, restated, or modified from time to time and, together with the Plan Supplement, the "Plan").[1] The Plan is attached as Exhibit A to the Disclosure Statement for Joint Prepackaged Chapter 11 Plan of New Mach Gen, LLC and Its Affiliated Debtors and Debtors in Possession, dated June 4, 2018 (including all exhibits thereto, the "Disclosure Statement"), which accompanies this Ballot. As described in the Disclosure Statement, New MACH Gen currently intends to commence cases under chapter 11 of the Bankruptcy Code following this solicitation.

This Ballot is being sent to all Entities that hold First Lien Term Loan Claims in Class 3B (any such Claims, the "Class 3B Claims" as of June 4, 2018 the "Voting Record Date"). If you hold Claims or Interests in more than one class, you will receive a separate ballot for each class in which you are entitled to vote. Holders of Class 3B Claims are Impaired under the Plan and are therefore entitled to vote to accept or reject the Plan. In order for your vote to count, you must complete and return this Ballot in accordance with the instructions set forth herein.

If holders of at least two-thirds in amount and more than one-half in number of the Allowed Class 3B Claims that have voted on the Plan vote to accept the Plan, Class 3B will be deemed to have accepted the Plan. If the Plan is confirmed by the Bankruptcy Court, it will be made binding upon you regardless of whether or not you vote and regardless of whether or not Class 3B accepts the Plan.

[1] Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Plan.

Please read and follow the enclosed voting instructions and return your originally signed ballot to Prime Clerk LLC ("Prime Clerk" or the "Voting Agent") according to the instructions below, so that your ballot is actually received by the Voting Agent no later than 5:00p.m. (prevailing Eastern time) on June 5, 2018 (the "Voting Deadline").

If you have any questions on how to properly complete this ballot, please call Prime Clerk at 844-242-7491 (domestic) OR 929-333-8974 (international)

Submitting Your Ballot: You must submit your ballot to the Voting Agent using one of the following two (2) methods:

1. Via Overnight Courier or Hand Delivery. Submit your ballot (with an original signature) promptly via overnight courier or hand delivery to:

New MACH Gen Ballot Processing
c/o Prime Clerk, LLC
830 Third Avenue, 3rd Floor
New York, NY 10022

or

2. Via Online Voting Portal. Submit your ballot promptly via the Voting Agent's online portal at https://cases.primeclerk.com/newmachgenballots. Click on the "E-Ballot" section of the website and follow the instructions to submit your ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic ballot:

Unique E-Ballot ID#:_____

The Voting Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted, unless expressly permitted by New MACH Gen.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

Creditors who cast a ballot using the Voting Agent's online portal should NOT also submit a paper ballot.

IMPORTANT

YOU SHOULD CAREFULLY REVIEW THE DISCLOSURE STATEMENT AND THE PLAN BEFORE YOU VOTE. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND THE CLASSIFICATION AND TREATMENT OF YOUR CLAIM UNDER THE PLAN.

VOTING DEADLINE: 5:00P.M. PREVAILING EASTERN TIME ON JUNE 5, 2018

VOTING RECORD DATE: JUNE 4, 2018

IF THIS BALLOT IS NOT COMPLETED, SIGNED, AND ACTUALLY RECEIVED BY THE VOTING AGENT BY THE VOTING DEADLINE, YOUR VOTE SHALL NOT BE COUNTED, EXCEPT AS MAY BE DETERMINED IN NEW MACH GEN'S SOLE DISCRETION, AND ANY ELECTION TO OPT OUT OF THE THIRD-PARTY RELEASES WILL NOT BE VALID.

NO BALLOT SHOULD BE SENT TO ANY OF THE NEW MACH GEN ENTITIES, NEW MACH GEN'S AGENTS (OTHER THAN THE VOTING AGENT), OR NEW MACH GEN'S FINANCIAL OR LEGAL ADVISORS. IF SO SENT, THE BALLOT WILL NOT BE COUNTED IN CONNECTION WITH THE PLAN.

IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT, IT WILL BE BINDING UPON YOU WHETHER OR NOT YOU VOTE.

Item 1. **Amount of Claim**. The undersigned certifies that it is the record holder of a Class 3B Claim as of June 4, 2018 (the "Voting Record Date") in an aggregate outstanding principal amount of (verify the amount in the box below):

$

Item 2. **Class 3B Vote**. If you vote to accept the Plan, your vote constitutes an acceptance of and consent to (a) the classification and treatment of your claim under the Plan and (b) the releases and injunctions set forth in the Plan (including the Third-Party Releases set forth in Article IX.D.2 thereof (the "Third-Party Releases")).

If you vote to reject the Plan or if you do not cast a vote to accept or reject the Plan, please see Item 3 below and refer to Article IX.D.2 of the Plan for information about the Third-Party Releases.

Any Ballot that is executed by the holder of a Class 3B Claim that indicates both an acceptance and a rejection of the Plan or does not indicate either an acceptance or rejection of the Plan will not be counted.

The Plan, though proposed jointly, constitutes separate plans proposed by each of the New MACH Gen entities. Your vote will count as votes for or against, as applicable, each plan proposed by each New MACH Gen entity.

The holder of the Class 3B Claim identified in Item 1 votes as follows (check one box only – if you do not check a box or you check both boxes, your vote will not be counted):

ACCEPT (VOTE FOR) THE PLAN	REJECT (VOTE AGAINST) THE PLAN
☐	☐

Item 3. **Third-Party Releases**. The settlement, release, injunction, and related provisions contained in Article IX of the Plan are included in the Disclosure Statement. The Third-Party Release provisions provide as follows:

On and after the Effective Date, to the maximum extent permitted by applicable law, each Releasing Party (other than New MACH Gen, Reorganized New MACH Gen and Reorganized New Harquahala, which releases therefrom are set forth in Article IX.D.1 of the Plan) shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Released Parties from, and covenanted not to sue on account of, any and all claims, interests, obligations (contractual or otherwise), rights, suits, damages, Causes of Action (including Avoidance Actions), remedies, and liabilities whatsoever, including any derivative claims assertable by or on behalf of a New MACH Gen Entity, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Releasing

Party would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity (including any New MACH Gen Entity), based on or relating to, or in any manner arising from, in whole or in part, New MACH Gen, the Chapter 11 Cases, the DIP Claims, the First Lien Claims, the purchase, sale, or rescission of the purchase or sale of any security of New MACH Gen, Reorganized New MACH Gen or Reorganized New Harquahala, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any New MACH Gen Entity and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or dissemination of the Plan (including, for the avoidance of doubt, the Plan Supplement), the Disclosure Statement, the Restructuring Support Agreement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined by a Final Order of a court of competent jurisdiction to have constituted willful misconduct, fraud, or gross negligence.

"Released Party" includes (a) the Plan Proponents; (b) Reorganized MACH Gen and Reorganized New Harquahala; (c) Talen; (d) the DIP Agent and DIP Lenders, (e) the First Lien Agent and the First Lien Lenders; (f) the New First Lien Agent and the New First Lien Lenders; (g) the New Second Lien Agent and the New Second Lien Lenders; and (h) each of the foregoing Entities' Affiliates, and each such Entities' and their Affiliates' respective predecessors, successors and assigns, and current and former shareholders, subsidiaries, directors, officers, funds, members, employees, partners, managers, agents, representatives, principals, consultants, attorneys, and professional advisors (each in their capacity as such); provided, however, that "Released Parties" shall not include any Entity that "opts out" of being a Releasing Party (as described in the definition therefor), provided further that the foregoing clause (h) shall not apply with respect to any Entity that "opts out" of being a Releasing Party (as described in the definition therefor).

All entities are advised to carefully review and consider the Plan, including the settlement, release, exculpation, and injunction provisions, as their rights may be affected.

COMPLETE THIS ITEM ONLY IF YOU VOTED TO REJECT THE PLAN OR IF YOU DID NOT VOTE TO EITHER ACCEPT OR REJECT THE PLAN IN ITEM 2 ABOVE. Pursuant to the Plan, if you return a Ballot and vote to accept the Plan, you are automatically deemed to have accepted the Third-Party Releases. You are also deemed to have accepted the Third-Party Releases if you return a Ballot and vote to reject the Plan or if you do not cast a vote with respect to the Plan; provided, however, that if you vote to reject the Plan or do not cast a vote with

respect to the Plan, you may check the box below to opt-out of the Third-Party Releases.

☐ **By checking this box, I elect to Opt-Out of the Third-Party Releases**

Item 4. **Certification and Acknowledgement**. By signing this Ballot, the undersigned certifies to the Bankruptcy Court and New MACH Gen under penalty of perjury that (a) it has full power and authority to vote to accept or reject the Plan with respect to the Class 3B Claim listed in Item 1, (b) it was the holder of the Class 3B Claim described in Item 1 as of the Voting Record Date, and (c) it has received a copy of the Disclosure Statement and understands that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement and the Plan.

Additionally, by signing this Ballot, the undersigned claimant certifies that he/she/it has access to the type of information necessary to evaluate whether to vote on the Plan.

Name of Voter: _____
(Print or Type)

Social Security or Federal Tax ID. No.: _____

Signature: _____

Print Name: _____

Title: _____
(If Appropriate)

Street Address: _____

City, State, Zip Code: _____

Telephone Number: ( ) _____

Email Address: _____

Date Completed: _____

PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT PROMPTLY!

PLEASE DELIVER THIS BALLOT BY FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND-DELIVERY OR VIA THE VOTING AGENT'S ONLINE VOTING PORTAL SO AS TO BE ACTUALLY RECEIVED NO LATER THAN 5:00P.M. (PREVAILING EASTERN TIME) ON JUNE 5, 2018. IF THIS BALLOT IS NOT PROPERLY COMPLETED, SIGNED, AND TIMELY RECEIVED BY THE VOTING AGENT BY THE VOTING DEADLINE, YOUR VOTE SHALL NOT BE COUNTED, EXCEPT AS MAY BE DETERMINED IN NEW MACH GEN'S SOLE DISCRETION, AND ANY ELECTION TO OPT OUT OF THE THIRD-PARTY RELEASES WILL NOT BE VALID.

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PLEASE NOTE THAT THE VOTING AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.

VOTING INSTRUCTIONS

1. New MACH Gen is soliciting your vote to accept or reject the Joint Prepackaged Chapter 11 Plan of New MACH Gen, LLC and Its Affiliated Debtors and Debtors in Possession, dated June 4, 2018 (as it may be amended, supplemented, restated, or modified from time to time and including the Plan Supplement). Please review the Plan and Disclosure Statement carefully before you complete this Ballot.

2. To have your vote counted, your properly completed Ballot must be **actually received** by Prime Clerk LLC, the Voting Agent, by no later than the Voting Deadline of 5:00 p.m. (prevailing Eastern time) on June 5, 2018. **Delivery of a Ballot by facsimile, e-mail, or any other electronic means other than the Voting Agent's online voting portal shall not be accepted unless otherwise expressly permitted by New MACH Gen.**

3. Except as otherwise specifically provided in the Plan, New MACH Gen reserves the right to modify the Plan, whether such modification is material or immaterial, and seek confirmation of the Plan consistent with the Bankruptcy Code.

4. Each Ballot has been coded to reflect the Class of Claims or Interests it represents. Accordingly, in voting to accept or reject the Plan, you must use only the coded Ballot(s) sent to you with the Disclosure Statement. If you hold Claims or Interests in more than one Class and you are entitled to vote such Claims or Interests in more than one Class, you will receive separate Ballots, which must be used for each separate Class of Claims or Interests.

5. If more than one timely, properly-completed Ballot is received with respect to the same Class 3B Claim, the Ballot that will be counted for purposes of determining whether sufficient acceptances required to confirm the Plan have been received will be the Ballot that the Voting Agent determines was the last to be received.

6. Holders of Class 3B Claims must vote the entirety of their Class 3B Claims either to accept or reject the Plan and may not split any such votes. Accordingly, holders of Class 3B Claims should submit one Ballot that votes the entirety of their Class 3B Claim. To the extent the Voting Agent receives more than one Ballot from any holder of a Class 3B Claim, such holder shall only be deemed to have voted once to accept or reject the Plan with respect to such Class 3B Claim. A Ballot that partially rejects and partially accepts the Plan will not be counted.

7. If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other entity acting in a fiduciary or representative capacity, such entity should indicate such capacity when signing and, if requested by New MACH Gen, will be required to submit proper evidence satisfactory to New MACH Gen of authority to so act. Authorized signatories should submit the separate Ballot of each holder for whom they are voting.

8. If a Class 3B Claim has been estimated or otherwise allowed for voting purposes by an order of the Bankruptcy Court pursuant to Bankruptcy Rule 3018(a), such Class 3B Claim shall be temporarily allowed in the amount so estimated or allowed by the Bankruptcy Court for voting purposes only and not for purposes of allowance or distribution.

9. To complete the Ballot properly take the following steps:

- Verify the amount of your Class 3B Claim as of the Voting Record Date in Item 1.
- Cast your vote either to accept or to reject the Plan by checking the proper box in Item 2. Ballots that are signed and returned, but not expressly voted to accept or reject the Plan or are expressly voted to accept and reject the Plan, will not be counted. A Ballot accepting or rejecting the Plan may not be revoked after the Voting Deadline, subject to the terms of the Restructuring Support Agreement.
- If you voted to reject the Plan or if you did not vote to either accept or reject the plan in Item 2, and want to opt-out of the Third-Party Releases set forth in Article IX.D.2 of the Plan, check the box in Item 3.
- Read Item 4 carefully.
- **Sign** and **date** your Ballot.
- If you believe that you received a Ballot by mistake, please immediately contact the Voting Agent by email at **NEWMACHGENBALLOTS@primeclerk.com** or by phone at **844-242-7491 (domestic) or 929-333-8974 (international).**
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- Provide your name and mailing address if (i) different from the printed address that appears on the Ballot or (ii) no pre-printed address appears on the Ballot.
- Return the originally signed Ballot (by first class mail, overnight courier, or hand-delivery during customary business hours) to the Voting Agent (so that it is **actually received** no later than the Voting Deadline of 5:00 p.m. (prevailing Eastern time) on June 5, 2018 by one of the two methods set forth below:

    1. Via overnight courier or hand delivery to:

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        New York, NY 10022

    2. Via the Voting Agent's online voting portal at:

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Exhibit J
to the
Restructuring Support Agreement

NEW OWNER DOCUMENTS

[To Come]

Exhibit K
to the
Restructuring Support Agreement

[RESERVED]

Exhibit L
to the
Restructuring Support Agreement

NEW FIRST LIEN CREDIT AGREEMENT

EXIT FIRST LIEN CREDIT AND GUARANTY AGREEMENT

Dated as of [●], 2018

Among

NEW MACH GEN, LLC

as Borrower

and

THE GUARANTORS NAMED HEREIN

as Guarantors

and

THE INITIAL LENDERS NAMED HEREIN

as Initial Lenders

and

CLMG CORP.

as First Lien Collateral Agent

and

CLMG CORP.

as Administrative Agent

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Schedule 4.01(t)	-	Material Contracts
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EXHIBITS

Exhibit A-1	-	Form of Revolving Credit Note
Exhibit A-2	-	Form of Term B Note
Exhibit A-3	-	Form of Term C Note
Exhibit B	-	Form of Notice of Borrowing
Exhibit C	-	Form of Assignment and Acceptance
Exhibit D	-	Forms of Initial First Lien Mortgages
Exhibit E	-	Form of Solvency Certificate
Exhibit F-1	-	Form of Consent and Agreement for Permitted Commodity Hedge and Power Sale Agreements
Exhibit F-2	-	Form of Consent and Agreement for Other Material Contracts
Exhibit G-1	-	Form of Local Counsel Opinions as to MA Real Estate Matters
Exhibit G-2	-	Form of Local Counsel Opinions as to NY Real Estate Matters
Exhibit H	-	Form of Cash Payment Election

EXIT FIRST LIEN CREDIT AND GUARANTY AGREEMENT

EXIT FIRST LIEN CREDIT AND GUARANTY AGREEMENT, dated as of [●], 2018, among NEW MACH GEN, LLC, a Delaware limited liability company (the "***Borrower***"), the Guarantors (as hereinafter defined), the Lenders (as hereinafter defined), CLMG CORP., a Texas corporation ("***CLMG***"), as first lien collateral agent (together with any successor collateral agent appointed pursuant to Section 7 of the Intercreditor Agreement, the "***First Lien Collateral Agent***") for the First Lien Secured Parties (as hereinafter defined), and CLMG, as administrative agent (together with any successor administrative agent appointed pursuant to Article VII, the "***Administrative Agent***" and, together with the First Lien Collateral Agent, the "***Agents***") for the Lenders (as hereinafter defined).

PRELIMINARY STATEMENTS:

(1) Each of the Borrower and the Guarantors is a debtor in a pending case under chapter 11 of the Bankruptcy Code, jointly administered with the corresponding case of each other Loan Party (such cases together, the "***Chapter 11 Cases***"), in the United States Bankruptcy Court for the District of Delaware (the "***Bankruptcy Court***").

(2) The Borrower and Beal Bank USA are co-proponents of a prepackaged plan of reorganization of such debtors (the "***Plan of Reorganization***"), which Plan of Reorganization has been confirmed by the Bankruptcy Court by order dated [●], 2018.

(3) The Borrower previously obtained first lien senior secured credit facilities under that certain Amended and Restated First Lien Credit and Guaranty Agreement, dated as of June 4, 2018 (as amended, modified or supplemented prior to the date hereof, the "***Pre-Petition First Lien Credit Agreement***"), among the Borrower, the Guarantors (as defined therein), CLMG, as First Lien Collateral Agent (as defined therein), CLMG, as Administrative Agent (as defined therein), and the Lenders (as defined therein) party thereto.

(4) The Borrower and each Guarantor proposes to emerge from chapter 11 of the Bankruptcy Code as set forth in the Plan of Reorganization.

(5) In connection with emerging from chapter 11 of the Bankruptcy Code as set forth in the Plan of Reorganization, the Borrower agreed to cause the Harquahala Reorganization.

(6) In order to satisfy certain conditions to effectiveness and consummation of the Plan of Reorganization, the Borrower has requested that the Lenders make available, effective upon consummation of the Plan of Reorganization, (a) first lien senior secured credit facilities for the Borrower comprised of (i) a $[448,068,099][1] term B loan facility, (ii) a $54,595,449 term C loan facility and (iii) a $10,000,000 revolving credit facility to (A) on the

[1] Based on assumed Effective Date of 8/31/2018

Effective Date, repay the Existing Debt of the Existing Loan Parties outstanding on the Effective Date under the Pre-Petition First Lien Credit Agreement and the DIP Credit Agreement and (B) on or after the Effective Date to pay transaction fees and expenses and provide funds for ongoing working capital requirements and other general corporate purposes of the Borrower and the Guarantors (other than funding any Excluded G&A Services) and (b) $[26,206,836] of Project LCs issued by a Project LC Issuer pursuant to the terms and conditions of Section 2.03 in an amount not to exceed the Available Amount to be drawn under the Talen Letter of Credit.

(7) As of the Effective Date, pursuant to the LC Support Agreement, the Talen Letter of Credit will be issued by an Acceptable Bank (as defined in the LC Support Agreement) and delivered by the LC Provider to the Administrative Agent, as beneficiary, which shall be the source of repayment for all of the outstanding Project LCs issued in accordance with Section 2.03.

(8) The Lenders have indicated their willingness to agree to make available the Facilities (as hereinafter defined) and the Project LCs, subject to the terms and conditions of this Agreement.

(9) The parties hereto are entering into this Agreement on the effective date of the Plan and in order to consummate the Plan of Reorganization.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

SECTION 1.01. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"***Accepting Lenders***" has the meaning specified in Section 2.06(c).

"***Accounts***" has the meaning specified in the Security Deposit Agreement.

"***Administrative Agent***" has the meaning specified in the recital of parties to this Agreement.

"***Administrative Agent's Account***" means the account of the Administrative Agent specified by the Administrative Agent in writing to the Lenders from time to time.

"***Affiliate***" means, as to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person or is a director or officer of such Person. For purposes of this definition, the term "*control*" (including the terms "*controlling*," "*controlled by*" and "*under common control with*") of a Person means the possession, direct or indirect, of the power to vote 15% or more of the Voting Interests of such Person or to direct or

cause the direction of the management and policies of such Person, whether through the ownership of Voting Interests, by contract or otherwise.

"***Agents***" has the meaning specified in the recital of parties to this Agreement.

"***Agreement***" means this Exit First Lien Credit and Guaranty Agreement, as amended.

"***Agreement Value***" means, for each Hedge Agreement or Commodity Hedge and Power Sale Agreement, on any date of determination, the amount, if any, that would be payable by any Loan Party to its counterparty to such Hedge Agreement or Commodity Hedge and Power Sale Agreement, as the case may be, in accordance with its terms as if an Early Termination Event (as defined in the Intercreditor Agreement) has occurred on such date of determination.

"***Anti-Terrorism Laws***" means any of the following (a) the Anti-Terrorism Order, (b) the Terrorism Sanctions Regulations (Title 31 Part 595 of the US Code of Federal Regulations), (c) the Terrorism List Governments Sanctions Regulations (Title 31 Part 596 of the US Code of Federal Regulations), (d) the Foreign Terrorist Organizations Sanctions Regulations (Title 31 Part 597 of the US Code of Federal Regulations), (e) the Patriot Act, (f) all other present and future legal requirements of any Governmental Authority addressing, relating to, or attempting to eliminate, terrorist acts and acts of war, and (g) any regulations promulgated pursuant thereto or pursuant to any legal requirements of any Governmental Authority governing terrorist acts and acts of war.

"***Anti-Terrorism Order***" means Section 1 of Executive Order 13224 of September 24, 2001, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (Title 12, Part 595 of the US Code of Federal Regulations).

"***Applicable Margin***" means (a) with respect to the Term B Facility, 6.00% *per annum,* (b) with respect to the Term C Facility, 6.00% *per annum* and (c) with respect to the Revolving Credit Facility, 6.00% *per annum*.

"***Appropriate Lender***" means, at any time, with respect to any of the Term B Facility, the Term C Facility or the Revolving Credit Facility, a Lender that has a Commitment with respect to such Facility at such time.

"***Approved Fund***" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"***Asset Sale***" has the meaning specified in the Security Deposit Agreement.

"***Assignment and Acceptance***" means an assignment and acceptance entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 9.07 or by the definition of "***Eligible Assignee***"), and accepted by the Administrative Agent, in accordance with Section 9.07 and in substantially the form of Exhibit C hereto or any other form approved by the Administrative Agent.

"***Athens***" means New Athens Generating Company, LLC, a Delaware limited liability company and owner of the Athens Project.

"***Athens Cap Amount***" means, as of any date of determination, an amount equal to the product of (a) $447,900,000 multiplied by (b) a fraction, the numerator of which is the Outstanding Amount under this Agreement at such time and the denominator of which is the sum of (i) the total Outstanding Amount under this Agreement at such time and (ii) any outstanding First Lien Obligations under any First Lien Commodity Hedge and Power Sale Agreements, in each case, at such time.

"***Athens/Millennium Sale***" means the direct or indirect sale of (a) all, but not less than all, of the Equity Interests in, or all or substantially all, but not less than substantially all, of the Property of, Athens or the Athens Project and (b) all, but not less than all, of the Equity Interests in, or all or substantially all, but not less than substantially all, of the Property of, Millennium or the Millennium Project.

"***Athens/Millennium Sale Commencement Date***" has the meaning specified in Section 5.01(r)(i).

"***Athens Project***" means the 1,080 MW natural gas/fuel oil-fired capable electric generating station located in Greene County, New York and all appurtenances thereto owned or operated by Athens, including electrical switchyards, electrical interconnections and fuel delivery and storage facilities.

"***Athens Water Supply Permits***" means, collectively, all Governmental Authorizations granting or otherwise conveying the water rights related to or associated with the Athens Project or the Athens Project site, including those water rights related to or associated with the fee owned real estate and such rights that are more particularly described as the Governmental Authorizations listed as items 4, 5 and 6 under the heading "ATHENS" on Schedule 4.01(e).

"***Available Amount***" of any letter of credit means, at any time, the maximum amount (whether or not such maximum amount is then in effect under such letter of credit if such maximum amount increases periodically pursuant to the terms of such letter of credit) available to be drawn under such letter of credit at such time (assuming compliance at such time with all conditions to drawing).

"***Bail-In Action***" means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"***Bail-In Legislation***" means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"***Bankruptcy Code***" means Title 11 of the United States Code entitled "*Bankruptcy*," as now and hereafter in effect, or any successor statute.

"***Bankruptcy Court***" has the meaning specified in the recitals to this Agreement.

"***Bankruptcy Law***" means the Bankruptcy Code and all other liquidation, conservatorship, bankruptcy, general assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"***Base Capex Amount***" has the meaning specified in Section 5.02(m)(i).

"***Base Case Projections***" has the meaning specified in Section 3.01(a)(xv)(A).

"***Borrower***" has the meaning specified in the recital of parties to this Agreement.

"***Borrowing***" means a Term B Borrowing, a Term C Borrowing or a Revolving Credit Borrowing, as the context may require.

"***Budget***" has the meaning specified in Section 5.03(d).

"***Business Day***" means a day of the year on which banks are not required or authorized by law to close in New York City or Las Vegas, Nevada, and, if the applicable Business Day relates to any Loans, on which dealings are carried on in the London interbank market.

"***Capacity***" means 1,080 MW in the case of Athens and 360 MW in the case of Millennium.

"***Capex Carryover Amount***" has the meaning specified in Section 5.02(m)(i).

"***Capital Expenditures***" means, for any Person for any period, the sum of, without duplication, (a) all expenditures made, directly or indirectly, by such Person or any of its Subsidiaries during such period for equipment, fixed assets, real property or improvements, or for replacements or substitutions therefor or additions thereto, that have been or should be, in accordance with GAAP, reflected as additions to property, plant or equipment on a Consolidated balance sheet of such Person *plus* (b) the aggregate principal amount of all Debt (including Obligations under Capitalized Leases) assumed or incurred in connection with any such expenditures. For purposes of this definition, the purchase price of equipment that is purchased simultaneously with the trade-in of existing equipment or with insurance proceeds shall be included in Capital Expenditures only to the extent of the gross amount of such purchase price less the credit granted by the seller of such equipment for the equipment being traded in at such time or the amount of such proceeds, as the case may be.

"***Capital Expenditures for Investment***" means, in respect of any of the Loan Parties, the portions of such Loan Party's Capital Expenditures that are not Capital Expenditures for Maintenance.

"***Capital Expenditures for Maintenance***" means, in respect of any of the Loan Parties, Capital Expenditures that are customary for the operation and maintenance of any of the Projects at its Capacity in accordance with applicable law and Prudent Industry Practice and in the ordinary course of business consistent with past practice.

"***Capitalized Leases***" means all leases that have been or should be, in accordance with GAAP, recorded as capitalized leases.

"***Cash***" means money, currency or a credit balance in any demand account or deposit account.

"***Cash Equivalents***" has the meaning specified in the Security Deposit Agreement.

"***Cash Flow Available for Debt Service***" means the sum of all funds available after application of priority *first* of Section 3.2 of the Security Deposit Agreement during the relevant period of determination.

"***Cash Flow Payment Date***" has the meaning specified in the Security Deposit Agreement.

"***Cash Payment Election***" has the meaning specified in Section 2.07(b)(ii).

"***Casualty Event***" has the meaning specified in the Security Deposit Agreement.

"***CERCLA***" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time.

"***CERCLIS***" means the Comprehensive Environmental Response, Compensation and Liability Information System maintained by the U.S. Environmental Protection Agency.

"***Change of Control***" means, at any time, any "*person*" or "*group*" (within the meaning of Rule 13(d) of the Exchange Act and the rules of the Securities and Exchange Commission thereunder as in effect on the Effective Date) other than any member or members of the Sponsor Group (a) shall have acquired ownership, directly or indirectly, beneficially or of record, of more than 50% on a fully diluted basis of the aggregate voting power represented by the issued and outstanding Equity Interests in the Borrower or (b) have acquired direct or indirect control of the Borrower. For the purposes of this definition, "***Control***" shall be defined to mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Borrower, whether through the ability to exercise voting power, contract or otherwise.

"***Chapter 11 Cases***" has the meaning specified in the recitals to this Agreement.

"***CLMG***" has the meaning specified in the recital of parties to this Agreement.

"***Collateral***" means the Equity Interests in the Borrower and all Property (including Equity Interests in any Guarantor) of the Loan Parties, now owned or hereafter acquired, other than Excluded Property.

"***Commitment***" means a Term B Commitment, a Term C Commitment or a Revolving Credit Commitment, as the context may require, and "***Commitments***" means, collectively, the Term B Commitment, the Term C Commitment and the Revolving Credit Commitment.

"***Commodity Exchange Act***" means the Commodity Exchange Act (7 U.S.C § 1 et seq.), as amended from time to time, and any successor statute.

"***Commodity Hedge and Power Sale Agreement***" means any Non-Speculative swap, cap, collar, floor, future, option, spot, forward, power purchase and sale agreement, electric power generation capacity swap or purchase and sale agreement, fuel purchase and sale agreement, power transmission agreement, fuel transportation agreement, fuel storage agreement, or netting agreement or similar agreement entered into in respect of any commodity by any Loan Party in connection with any Permitted Trading Activity hedged with the same Commodity Hedge Counterparty under one master or implementation agreement, but excluding any Energy Management Agreement and any master or implementation agreements or transactions entered into pursuant to such Energy Management Agreement between any Loan Party and its counterparty to such Energy Management Agreement.

"***Commodity Hedge Counterparty***" means any Person that (a)(i) is a commercial bank, insurance company, investment fund or other similar financial institution or any Affiliate thereof which is engaged in the business of entering into Commodity Hedge and Power Sale Agreements, (ii) is any industrial or utility company or other company that enters into commodity hedges in the ordinary course of its business, or (iii) is either a load-serving entity that has received an order from a local commission or a municipal or cooperative entity that has been granted a monopoly franchise territory for retail electric sales and, in either case, the right to recover costs of purchased power in rates, and (b) in the case of (i) and (ii) only, at the time the applicable Commodity Hedge and Power Sale Agreement is entered into, has a Required Rating.

"***Communications***" has the meaning specified in Section 9.02(b).

"***Confidential Information***" means information that any Loan Party furnishes to any Agent or any Lender designated as confidential, but does not include any such information that is or becomes generally available to the public other than as a result of a breach by such Agent or any Lender of its obligations hereunder or that is or becomes available to such Agent or such Lender from a source other than the Loan Parties that is not, to the best of such Agent's or such Lender's knowledge, acting in violation of a confidentiality agreement with a Loan Party.

"***Consolidated***" refers to the consolidation of accounts in accordance with GAAP.

"***Contractual Obligations***" means, as applied to any Person, any provision of any Equity Interests issued by such Person or of any indenture, mortgage, deed of trust, contract,

undertaking, agreement or other instrument to which such Person is a party or by which it or any of its Properties is bound.

"***Counterparty Collateral Accounts***" means cash collateral, lock-box, margin, clearing or similar accounts held in the name of a Loan Party and either (x) subject to a Permitted Lien pursuant to clause (d)(i) of the definition thereof; *provided*, that the aggregate balance of all such accounts under this clause (x) shall not exceed Reserve-Funded Cash Collateral Amount at any time or (y) subject to a Permitted Lien pursuant to clause (d)(ii) of the definition thereof; *provided*, that the balance of any such account under this clause (y) shall not exceed $250,000 at any time, and the aggregate balance of all such accounts under this clause (y) shall not exceed $1,000,000 at any time.

"***Debt***" of any Person means, without duplication, (a) Debt for Borrowed Money of such Person, (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables not overdue (unless being contested in good faith by appropriate proceedings for which reserves and other appropriate provisions, if any, required by GAAP shall have been made) by more than 90 days incurred in the ordinary course of such Person's business), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all obligations of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all obligations of such Person as lessee under Capitalized Leases, (f) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interests in such Person or any other Person or any warrants, rights or options to acquire such Equity Interests, valued, in the case of Redeemable Preferred Interests, at the greater of its voluntary or involuntary liquidation preference *plus* accrued and unpaid dividends, (g) all obligations of such Person in respect of Hedge Agreements and Commodity Hedge and Power Sale Agreements, valued at the Agreement Value thereof, (h) all Guaranteed Debt of such Person and (i) all indebtedness and other payment obligations referred to in clauses (a) through (h) above of another Person secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any Lien on property (including, without limitation, accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such indebtedness or other payment obligations, not to exceed the value of the property on which such Lien exists.

"***Debt for Borrowed Money***" of any Person means, at any date of determination, the sum of (a) all items that, in accordance with GAAP, would be classified as indebtedness on a Consolidated balance sheet of such Person at such date, (b) all obligations of such Person under acceptance, letter of credit or similar facilities at such date and (c) all Synthetic Debt of such Person at such date.

"***Declining Lender***" has the meaning specified in Section 2.06(c).

"***Default***" means any Event of Default or any event that would constitute an Event of Default but for the passage of time or the requirement that notice be given or both.

"***Default Interest***" has the meaning specified in Section 2.07(e).

"***Deferred Stub Interest Certificate***" has the meaning specified in Section 3.01(l).

"***Deferred Stub Interest Payment Amount***" has the meaning specified in the Pre-Petition First Lien Credit Agreement.

"***Depositary***" has the meaning specified in the Security Deposit Agreement.

"***DIP Credit Agreement***" means that certain Senior Secured Superpriority Debtor-in-Possession Credit and Guaranty Agreement, dated as of [●], 2018, among the Borrower, the Guarantors (as defined therein), CLMG, in its capacities as administrative agent and collateral agent, and each of the banks, financial institutions, other institutional lenders and other parties party thereto from time to time, as amended.

"***DIP Facility***" means the debtor-in-possession secured financing facility consisting of a new money multi-draw term loan facility in an aggregate principal amount of up to $20,000,000, of which (x) $10,000,000 shall be available on an interim basis upon the entry of the Interim DIP Order (the "***Initial Availability***") and (y) following the entry of the Final DIP Order, $20,000,000 in the aggregate (including the Initial Availability) shall be made available to the Borrower by the lenders party to the DIP Credit Agreement, in each case pursuant to and subject to the terms and conditions of the Interim DIP Order and/or the Final DIP Order, as applicable, and the DIP Credit Agreement.

"***Dollars***" and the sign "***$***" mean the lawful currency of the United States of America.

"***EDF***" means EDF Energy Services, LLC or any Affiliate of EDF Trading Limited.

"***EDF EMA***" means any Energy Management Agreement entered into between a Project Company and EDF.

"***EEA Financial Institution***" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"***EEA Member Country***" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"***EEA Resolution Authority***" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"***Effective Date***" has the meaning specified in Section 3.01.

"***Effective Date Exit Fee Balance***" means an aggregate amount equal to the aggregate principal amount of the Pre-Petition Exit Fee due and payable under the Pre-Petition First Lien Credit Agreement as of the Effective Date.

"***Electric Interconnection and Transmission Agreements***" means each of: (a) that certain Interconnection Agreement dated April 27, 2001, effective May 15, 2001, by and between Athens and Niagara Mohawk Power Corporation in respect of the Athens Project; (b) that certain Special Protection System Engineering, Construction and Implementation Agreement, dated February 7, 2007, as amended and restated on December 21, 2012, by and between Athens and Niagara Mohawk Power Corporation d/b/a National Grid in respect of the Athens Project; (c) that certain Interconnection Service Agreement, dated November 26, 1997, by and between Millennium and New England Power Company in respect of the Millennium Project; and (d) that certain Service Agreement for Network Integration Transmission Service, effective February 1, 2002, by and between Millennium and New England Power Company in respect of the Millennium Project.

"***Eligible Assignee***" means (a) a Lender; (b) an Affiliate of a Lender; (c) an Approved Fund; and (d) any other Person (other than an individual) approved by the Administrative Agent (such approval not to be unreasonably withheld or delayed); *provided*, *further*, that no Loan Party or any of its Affiliates shall qualify as an Eligible Assignee under this definition.

"***Energy Management Agreements***" means each energy management agreement or similar agreement (in each case including all master or implementation agreements and transactions thereunder (including relating to the purchase and sale of fuel or power or the transmission or transportation thereof) entered into pursuant to such Energy Management Agreement between any Loan Party and its counterparty to such Energy Management Agreement) entered into by a Loan Party with a counterparty, which counterparty shall (a) be Talen Energy Marketing, LLC (or any assignee or successor in interest with equal or better creditworthiness), for so long as Talen Energy Marketing, LLC or such assignee or successor in interest is an Affiliate of such Loan Party, or (b) have a Required Rating, in each case, for the management of Permitted Trading Activities of such Loan Party, which Energy Management Agreements include as of the date hereof: (i) that certain Power Sales and Energy Management Agreement, dated August 4, 2016, as amended on August 4, 2016, February 20, 2018, March 31, 2018, April 30, 2018 and May 31, 2018, by and between Talen Energy Marketing, LLC and Millennium in respect of the Millennium Project; and (ii) that certain Power Sales and Energy Management Agreement, dated September 1, 2016, as amended on September 1, 2016, February 20, 2018, March 31, 2018, April 30, 2018 and May 31, 2018, by and between Talen Energy Marketing, LLC and Athens in respect of the Athens Project.

"***Environmental Action***" means any action, suit, demand, demand letter, claim, written notice of non-compliance or violation, written notice of liability or potential liability, investigation, proceeding, consent order or consent agreement relating in any way to any Environmental Law, any Environmental Permit or Hazardous Material, including, without limitation, (a) by any governmental or regulatory authority for enforcement, cleanup, removal, response, remedial or other actions or damages and (b) by any governmental or regulatory

authority or third party for damages, contribution, indemnification, cost recovery, compensation or injunctive relief.

"***Environmental Law***" means any Federal, state or local statute, law, ordinance, rule, regulation, code, order, writ, judgment, injunction or decree relating to pollution or protection of the environment or, as such relates to exposure to Hazardous Materials, health or natural resources, including, without limitation, those relating to the use, handling, transportation, treatment, storage, disposal, release or discharge of Hazardous Materials.

"***Environmental Permit***" means any permit, approval, identification number, license or other authorization required under any Environmental Law.

"***Equity Interests***" means, with respect to any Person, shares of capital stock of (or other ownership or profit interests in) such Person, warrants, options or other rights for the purchase or other acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or other acquisition from such Person of such shares (or such other interests), and other ownership or profit interests in such Person (including, without limitation, partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are authorized or otherwise existing on any date of determination.

"***ERISA***" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

"***ERISA Affiliate***" means any Person that for purposes of Title IV of ERISA is a member of the controlled group of any Loan Party, or under common control with any Loan Party, within the meaning of Section 414 (b) or (c) of the Internal Revenue Code.

"***ERISA Event***" means (a)(i) the occurrence of a reportable event, within the meaning of Section 4043 of ERISA, with respect to any Plan unless the 30 day notice requirement with respect to such event has been waived by the PBGC or (ii) the requirements of Section 4043(b) of ERISA apply with respect to a contributing sponsor, as defined in Section 4001(a)(13) of ERISA, of a Plan, and an event described in paragraph (9), (10), (11), (12) or (13) of Section 4043(c) of ERISA is reasonably expected to occur with respect to such Plan within the following 30 days; (b) the application for a minimum funding waiver with respect to a Plan; (c) the provision by the administrator of any Plan of a notice of intent to terminate such Plan, pursuant to Section 4041(a)(2) of ERISA (including any such notice with respect to a plan amendment referred to in Section 4041(e) of ERISA); (d) the cessation of operations at a facility of any Loan Party or any ERISA Affiliate in the circumstances described in Section 4062(e) of ERISA; (e) the withdrawal by any Loan Party or any ERISA Affiliate from a Multiple Employer Plan during a plan year for which it was a substantial employer, as defined in Section 4001(a)(2) of ERISA; (f) the conditions for imposition of a lien under Section 303(k) of ERISA shall have been met with respect to any Plan; (g) the adoption of an amendment to a Plan requiring the provision of security to such Plan pursuant to Section 206(g)(5) of ERISA; or (h) the institution by the PBGC

of proceedings to terminate a Plan pursuant to Section 4042 of ERISA, or the occurrence of any event or condition described in Section 4042 of ERISA that constitutes grounds for the termination of, or the appointment of a trustee to administer, such Plan.

"***EU Bail-In Legislation Schedule***" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"***Eurocurrency Liabilities***" has the meaning specified in Regulation D of the Board of Governors of the Federal Reserve System, as in effect from time to time.

"***Eurodollar Rate***" means, for any Interest Period in respect of a Loan, an interest rate *per annum* equal to the rate per annum obtained by dividing (a) the rate *per annum* (rounded upwards, if necessary, to the nearest 1/100 of 1%) equal to the London interbank offered rate administered by ICE Benchmark Administration (or any other person which takes over the administration of that rate) for deposits in U.S. Dollars displayed on the ICE LIBOR USD page ("***ICE LIBOR***") of the Reuters Screen (or any replacement Reuters page which displays that rate) or other commercially available source providing quotations of ICE LIBOR, as designated by the Administrative Agent from time to time, at approximately 11:00 A.M. (London time) on the Interest Rate Determination Date for such Interest Period, as the London interbank offered rate for deposits in Dollars with a maturity corresponding to the applicable Eurodollar Rate Period, by (b) a percentage equal to 100% minus the Eurodollar Rate Reserve Percentage for such Interest Period, as applicable; provided that the Eurodollar Rate shall in no event be less than 0.00% per annum at any time. If at any time the Administrative Agent reasonably determines that (i) adequate and reasonable means do not exist for ascertaining the Eurodollar Rate and such circumstances are unlikely to be temporary or (ii) such circumstances have not arisen but the supervisor for the administrator of the Eurodollar Rate or a Governmental Authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which the Eurodollar Rate shall no longer be used for determining interest rates for loans, then the Administrative Agent and the Borrower shall enter into an amendment to this Agreement to establish an alternate rate of interest to the Eurodollar Rate that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loans in the United States, which amendment shall not require any further action or consent of any other party to this Agreement so long as the Required Lenders shall not have objected to such amendment within five Business Days of receiving notice thereof; provided, that if the Administrative Agent and the Borrower, following reasonable efforts, do not agree on an alternate rate of interest to the Eurodollar Rate and/or the Required Lenders shall have objected to the alternative rate of interest to the Eurodollar Rate, the Administrative Agent may select an alternate rate of interest to the Eurodollar Rate in its reasonable discretion taking into account current market standards.

"***Eurodollar Rate Period***" means, for any Interest Period in respect of a Loan, a period of twelve months.

"***Eurodollar Rate Reserve Percentage***" means, for any Interest Period in respect of a Loan, the reserve percentage applicable two Business Days before the first day of such Interest

Period under regulations issued from time to time by the Board of Governors of the Federal Reserve System (or any successor) for determining the maximum reserve requirement (including, without limitation, any emergency, supplemental or other marginal reserve requirement) for a member bank of the Federal Reserve System in New York City with respect to liabilities or assets consisting of or including Eurocurrency Liabilities (or with respect to any other category of liabilities that includes deposits by reference to which the interest rate on Loans is determined) having a term equal to such Interest Period.

"***Event of Eminent Domain***" has the meaning specified in the Security Deposit Agreement.

"***Events of Default***" has the meaning specified in Section 6.01.

"***EWG***" has the meaning specified in Section 4.01(v).

"***Excluded G&A Services***" means (a) the following general and administrative services provided by the G&A Services Providers for the benefit of the Loan Parties: executive leadership, operations and maintenance and energy management oversight, in-house accounting, in-house legal, treasury, regulatory, and insurance administration services, as well as overhead related to these general and administrative services (in accordance with past practice and currently projected in the amount of approximately $5,000,000 per year) and (b) any additional general and administrative services provided by the G&A Services Providers that are disclosed after the Effective Date pursuant to Section 4.01(cc).

"***Excluded Property***" has the meaning specified in the Intercreditor Agreement.

"***Excluded Swap Obligation***" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guaranty (or any guarantee of such Guarantor in respect of any Swap Obligation under any Hedge Agreements and Commodity Hedge and Power Sale Agreements) of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation, or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of such Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation or at any other time as is required for purposes of the Commodity Exchange Act or regulations. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guarantee or security interest is or becomes illegal.

"***Existing Debt***" means the Debt of the Existing Loan Parties outstanding immediately before the occurrence of the Effective Date.

"***Existing Loan Parties***" means the "Loan Parties" (as defined in the Pre-Petition First Lien Credit Agreement).

"***Facility***" means the Term B Facility, the Term C Facility or the Revolving Credit Facility, as the context may require, and "***Facilities***" means collectively, the Term B Facility, the Term C Facility and the Revolving Credit Facility.

"***FERC***" means the Federal Energy Regulatory Commission and its successors.

"***Final DIP Order***" means the Bankruptcy Court order authorizing use of cash collateral and the DIP Facility on a final basis.

"***First Lien Collateral Agent***" has the meaning specified in the recital of parties to this Agreement.

"***First Lien Collateral Documents***" means the First Lien Security Agreement, the Security Deposit Agreement, the First Lien Mortgages, each First Lien Consent and Agreement, each of the collateral documents, instruments and agreements delivered pursuant to Section 5.01(j), and each other agreement that creates or purports to create a Lien in favor of the First Lien Collateral Agent for the benefit of the First Lien Secured Parties, in each case, as amended.

"***First Lien Commodity Hedge and Power Sale Agreement***" has the meaning specified in the Intercreditor Agreement.

"***First Lien Consent and Agreement***" means with respect to any Material Contract, (i) if such Material Contract is a Commodity Hedge and Power Sale Agreement, a consent and agreement in favor of the First Lien Collateral Agent (for the benefit of the First Lien Secured Parties) in substantially the form attached hereto as Exhibit F-1 and (ii) in the case of any other such Material Contract, a consent and agreement in favor of the First Lien Collateral Agent (for the benefit of the First Lien Secured Parties) in substantially the form attached hereto as Exhibit F-2 or, in either case, otherwise in form and substance reasonably satisfactory to the First Lien Collateral Agent and the Administrative Agent.

"***First Lien Mortgages***" means the Initial First Lien Mortgages and any other deed of trust, trust deed, mortgage, leasehold mortgage or leasehold deed of trust delivered from time to time after the date hereof pursuant to Section 5.01(j), in each case as amended.

"***First Lien Obligations***" has the meaning specified in the Intercreditor Agreement.

"***First Lien Secured Parties***" has the meaning specified in the Intercreditor Agreement.

"***First Lien Security Agreement***" means that certain First Lien Security Agreement, dated as of [●], 2018, by the Borrower, the Guarantors and MACH Gen in favor of the First Lien Collateral Agent for the benefit of the First Lien Secured Parties, as amended.

"***Fiscal Quarter***" means a fiscal quarter of any Fiscal Year.

"***Fiscal Year***" means a fiscal year of the Borrower and its Subsidiaries ending on December 31 of each calendar year.

"***Floor Amount***" means with respect to any sale in respect of any Project or any Project Company pursuant to Section 5.02(e)(v), with respect to (i) the Athens Project or Athens, $400,000,000 and (ii) the Millennium Project or Millennium, $200,000,000.

"***FPA***" means the Federal Power Act, as amended.

"***Full Deferred Interest Amount***" has the meaning specified in Section 2.07(a)(iii).

"***Full Deferred Interest Fiscal Quarter***" means a Fiscal Quarter for which the payment of Cash interest due under Section 2.07(a) or Section 2.07(b), as applicable, on the Interest Payment Date for such Fiscal Quarter would cause the liquidity of the Borrower (after taking into account all other Obligations (including any Q3 Interest True-Up Payment due for such Fiscal Quarter) and sources of liquidity of the Borrower (including the Talen Second Lien Facility)), at any time during the subsequent Fiscal Quarter, to be less than $5,000,000, as elected and certified by the Borrower to the Administrative Agent at least three (3) Business Days prior to such Interest Payment Date.

"***Full Payoff Offer***" has the meaning specified in Section 5.01(r)(i).

"***Fund***" means any Person (other than an individual) that is or will be engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course.

"***G&A Services Providers***" means each Person in the Sponsor Group other than the Loan Parties.

"***GAAP***" has the meaning specified in Section 1.03.

"***Gas Interconnection Agreements***" means each of: (a) that certain Letter Agreement, dated November 6, 1997, by and between Millennium and Tennessee Gas Pipeline Company regarding reimbursement and installation of facilities in respect of the Millennium Project; (b) that certain Balancing Agreement, dated March 15, 2000, by and between Millennium and Tennessee Gas Pipeline Company in respect of the Millennium Project; (c) that certain Interconnection Facilities Agreement, dated October 24, 2001, by and between Athens and Iroquois Gas Transmission System, LP in respect of the Athens Project; (d) that certain Operations and Maintenance Agreement for the Athens Interconnection Facility, dated October 24, 2001, by and between Athens and Iroquois Gas Transmission System, LP in respect of the Athens Project; and (e) that certain Operational Balancing Agreement, dated October 24, 2001, by and between Athens and Iroquois Gas Transmission System, LP in respect of the Athens Project.

"***Governmental Authority***" means any nation or government, any state, province, city, municipal entity or other political subdivision thereof, and any governmental, executive, legislative, judicial, administrative or regulatory agency, department, authority, instrumentality, commission, board, bureau or similar body, whether federal, state, provincial, territorial, local or foreign.

"***Governmental Authorization***" means any authorization, approval, consent, franchise, license, covenant, order, ruling, permit, certification, exemption, notice, declaration or similar right, undertaking or other action of, to or by, or any filing, qualification or registration with, any Governmental Authority.

"***Granting Lender***" has the meaning specified in Section 9.07(l).

"***Guaranteed Debt***" means, with respect to any Person, any obligation or arrangement of such Person to guarantee or otherwise assure payment of any Debt ("***primary obligations***") of any other Person (the "***primary obligor***") in any manner, whether directly or indirectly, including, without limitation, (a) the direct or indirect guarantee, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of a primary obligor, (b) the obligation to make take-or-pay or similar payments, if required, regardless of nonperformance by any other party or parties to an agreement or (c) any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (A) for the purchase or payment of any such primary obligation or (B) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor or (iii) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof. The amount of any Guaranteed Debt shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guaranteed Debt is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable pursuant to the terms of the instrument evidencing such Guaranteed Debt) or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder), as determined by such Person in good faith.

"***Guaranteed Obligations***" has the meaning specified in Section 8.01(a).

"***Guarantors***" means MACH Gen GP, LLC and each of the Project Companies.

"***Guaranty***" means the guaranty of the Guarantors set forth in Article VIII.

"***Harquahala***" means New Harquahala Generating Company, LLC, a Delaware limited liability company.

"***Harquahala Reorganization***" means the distribution of Harquahala's equity to the holders of the First Lien Term Loan Claims (as defined in the Plan of Reorganization) or their designee pursuant to, and in exchange for the consideration set forth in, the Plan of Reorganization.

"***Harquahala Reorganization Annex***" means Annex A to the Restructuring Support Agreement and Annex A to the Plan of Reorganization.

"***Hazardous Materials***" means (a) petroleum or petroleum products, by-products or breakdown products, radioactive materials, asbestos-containing materials and polychlorinated

biphenyls and (b) any other chemicals, materials or substances designated, classified or regulated as hazardous or toxic or as a pollutant or contaminant under any Environmental Law.

"***Hedge Agreements***" means interest rate swap, cap or collar agreements, interest rate future or option contracts, currency swap agreements, currency future or option contracts and other hedging agreements but excluding any Commodity Hedge and Power Sale Agreement.

"***ICE LIBOR***" has the meaning specified in the definition of "Eurodollar Rate".

"***IDA Lease***" means that certain Lease Agreement, dated December 1, 2001, amended and restated on May 1, 2003, by and between the Greene County Industrial Development Agency, as landlord, and Athens, as tenant, in respect of the Athens Project, as amended.

"***Indemnified Costs***" has the meaning specified in Section 7.05(a).

"***Indemnified Party***" has the meaning specified in Section 9.04(b).

"***Independent Engineer***" means (a) Leidos Engineering, LLC (or any of its Affiliates) or (b) another nationally recognized engineering consultant selected by the Administrative Agent and agreed to by the Borrower in its reasonable discretion.

"***Independent Market Power Consultant***" means (a) The Brattle Group, Inc. (or any of its Affiliates) or (b) another nationally recognized market power consultant selected by the Administrative Agent and agreed to by the Borrower in its reasonable discretion.

"***Initial First Lien Mortgages***" means, with respect to: (a) the Athens Project, (i) the Fee and Leasehold Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (New York) by Athens and by Greene County Industrial Development Agency to CLMG, as collateral agent, dated as of [●], 2018, and (ii) the First Lien Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (New York) by Athens to CLMG, as collateral agent, dated as of [●], 2018; and (b) the Millennium Project, the First Lien Fee and Leasehold Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (Massachusetts) by Millennium to CLMG, as collateral agent, dated as of [●], 2018.

"***Initial Lenders***" means the banks, financial institutions and other institutional lenders listed on the signature pages hereof as the Initial Lenders.

"***Initial Operating Budget***" has the meaning specified in Section 3.01(a)(xv)(B).

"***Initial Pledged Debt***" has the meaning specified in the First Lien Security Agreement.

"***Initial Pledged Equity***" has the meaning specified in the First Lien Security Agreement.

"***Insufficiency***" means, with respect to any Plan, the amount, if any, of its unfunded benefit liabilities, as defined in Section 4001(a)(18) of ERISA.

"***Intercreditor Agreement***" means that certain Collateral Agency and Intercreditor Agreement, dated as of [●], 2018, by and among the Borrower, the Guarantors, the First Lien Collateral Agent, the Administrative Agent, the Second Lien Administrative Agent, the Second Lien Collateral Agent, the LC Provider and the other Persons party thereto from time to time, as amended.

"***Interest Payment Date***" means, with respect to any Loan, the last day of each March, June, September and December; *provided*, that, in addition to the foregoing, in each case, each of (w) the date upon which the Loan has been paid in full (x) the Term B Maturity Date, (y) the Term C Maturity Date and (z) the Revolving Credit Termination Date, shall be deemed to be an "Interest Payment Date" with respect to any interest that has then accrued under this Agreement.

"***Interest Period***" means, for each Loan, the period commencing on the date of such Loan, and, thereafter, each subsequent period commencing on the day following the last day of the immediately preceding Interest Period, and ending on the last day of the period determined pursuant to the provisions below.

(a) Interest Periods commencing on the same date shall be of the same duration;

(b) the initial Interest Period for any Term B Loan or Term C Loan shall end on the Interest Payment Date occurring in December in the calendar year in which such Loan is made and the initial Interest Period for any Revolving Credit Loan shall end on the one-year anniversary of such Revolving Credit Loan;

(c) whenever the last day of any Interest Period would otherwise occur on a day other than a Business Day, the last day of such Interest Period shall be extended to occur on the next succeeding Business Day; *provided*, *however*, that, if such extension would cause the last day of such Interest Period to occur in the next following calendar month, the last day of such Interest Period shall occur on the next preceding Business Day;

(d) (i) no Interest Period for a Term B Loan or Term C Loan may end later than the Term B Maturity Date or the Term C Maturity Date, respectively, and (ii) no Interest Period for a Revolving Credit Loan may end later than the Revolving Credit Termination Date; and

(e) whenever the first day of any Interest Period occurs on a day of an initial calendar month for which there is no numerically corresponding day in the calendar month that succeeds such initial calendar month by the number of months equal to the number of months in such Interest Period, such Interest Period shall end on the last Business Day of such succeeding calendar month.

"***Interest Rate Determination Date***" means, with respect to any Interest Period, the date that is two Business Days prior to the first day of such Interest Period.

"***Interim DIP Order***" means the Bankruptcy Court order authorizing use of cash collateral and the DIP Facility on an interim basis.

"***Internal Revenue Code***" means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

"***Investment***" in any Person means any loan or advance to such Person, any purchase or other acquisition of any Equity Interests or Debt or the assets comprising a division or business unit or a substantial part or all of the business of such Person, any capital contribution to such Person or any other direct or indirect investment in such Person, including, without limitation, any acquisition by way of a merger or consolidation (or similar transaction) and any arrangement pursuant to which the investor incurs Debt of the types referred to in clause (h) or (i) of the definition of "***Debt***" in respect of such Person.

"***LC Provider***" means Talen, as LC Provider under the LC Support Agreement.

"***LC Support Agreement***" means that certain LC Support Agreement, dated as of the date hereof, by and among the Second Lien Collateral Agent, the LC Provider, the Guarantors and the Borrower.

"***Lenders***" means the Initial Lenders and each Person that shall become a Lender hereunder pursuant to Section 9.07 for so long as such Person shall be a party to this Agreement.

"***Lending Office***" means, with respect to any Lender, the office of such Lender specified as its "*Lending Office*" opposite its name on Schedule I hereto or in the Assignment and Acceptance pursuant to which it became a Lender, or such other office of such Lender as such Lender may from time to time specify to the Borrower and the Administrative Agent.

"***Liability Amount***" means the amount that a Loan Party would owe under an Energy Management Agreement to the counterparty thereunder upon the termination of such Energy Management Agreement.

"***Lien***" means, with respect to any Property, (a) any mortgage, deed of trust, deed to secure debt, lien (statutory or otherwise), pledge, hypothecation, encumbrance, collateral assignment, charge or security interest in, on or of such Property, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing), relating to such Property, and (c) in the case of Equity Interests or debt securities, any purchase option, call or similar right of a third party with respect to such Equity Interests or debt securities. For the avoidance of doubt, "***Lien***" shall not include any netting or set-off arrangements under any Contractual Obligation (other than Contractual Obligations constituting Debt for Borrowed Money) otherwise permitted under the terms of the Loan Documents.

"***Loan***" means a Term B Loan, a Term C Loan or a Revolving Credit Loan, as the context may require, and "***Loans***" means collectively the Term B Loans, the Term C Loans and the Revolving Credit Loans.

"***Loan Documents***" means (a) this Agreement, (b) the Notes, (c) the Guaranty, (d) the Intercreditor Agreement, (e) the First Lien Collateral Documents and (f) any other document that

is executed in connection with the transactions contemplated herewith or therewith and is deemed in writing by the Borrower and the Administrative Agent to constitute a Loan Document, in each case, for clauses (a) through (f), as amended.

"***Loan Parties***" means the Borrower and the Guarantors.

"***LTSAs***" means each of: (a) that certain Second Amended and Restated Term Warranty Contract, by and between Siemens Energy, Inc. and Athens, effective as of July 25, 2016, in respect of the Athens Project; and (b) that certain Second Amended and Restated Term Warranty Contract, by and between Siemens Energy, Inc. and Millennium, effective as of July 25, 2016, in respect of the Millennium Project.

"***MACH Gen***" means MACH Gen, LLC, a Delaware limited liability company and the owner of 100% of the Equity Interests of the Borrower.

"***Margin Stock***" has the meaning specified in Regulation U.

"***Material Adverse Change***" means any change, occurrence or development (including, without limitation, as a result of regulatory changes applicable to the Borrower or any of its Subsidiaries) that has had or could reasonably be expected to have a Material Adverse Effect.

"***Material Adverse Effect***" means a material adverse effect on (a) the financial condition, business, results or operations of the Borrower and its Subsidiaries, taken as a whole, (b) the rights and remedies of any Agent or the Lenders, taken as a whole, under any Loan Document or (c) the ability of the Loan Parties to perform their respective Obligations under the Loan Documents; *provided*, that with respect to any period prior to the Effective Date, (x) the commencement of the Chapter 11 Cases and the solicitation of votes with respect to an Acceptable Plan (as defined in the DIP Credit Agreement) and (y) the solvency of the Loan Parties (including any market forces that had an adverse effect on such solvency), shall not constitute a Material Adverse Effect under clause (a) or (c) above.

"***Material Contract***" means each of (a) the Electric Interconnection and Transmission Agreements, (b) the Gas Interconnection Agreements, (c) the Water Supply Contracts, (d) the LTSAs, (e) any Commodity Hedge and Power Sale Agreement with a term in excess of one year after the first delivery or settlement thereunder, (f) the IDA Lease and the PILOT Documents, (g) the Millennium Lease, the Millennium Agreement and the Millennium Decommissioning Agreement, (h) the O&M Agreements, (i) the Energy Management Agreements, and (j) any other Contractual Obligation (other than any Loan Document or the Restructuring Support Agreement) entered into after the date hereof by any Loan Party for which breach, nonperformance or cancellation could reasonably be expected to have a Material Adverse Effect or materially impair or interfere with the operations of the Project Company to which such Contractual Obligation relates.

"***Maximum Potential Exposure***" means, with respect to any Commodity Hedge and Power Sale Agreement, an amount equal to the maximum potential exposure of the Loan Parties

to the Commodity Hedge Counterparty as determined pursuant to such Commodity Hedge and Power Sale Agreement.

"***Millennium***" means Millennium Power Partners, L.P., a Delaware limited partnership and owner of the Millennium Project.

"***Millennium Agreement***" means that certain Agreement, dated March 6, 1997, by and between Millennium and Town of Charlton, Massachusetts in respect of the Millennium Project.

"***Millennium Decommissioning Agreement***" means that certain Decommissioning Agreement, dated November 25, 1997, by and between Millennium and Town of Charlton, Massachusetts in respect of the Millennium Project.

"***Millennium Lease***" means that certain Lease agreement, dated as of August 31, 1998, by and between the Town of Southbridge, Massachusetts and Millennium, in respect of the Millennium Project, as amended.

"***Millennium Project***" means the 360 MW natural gas/fuel oil-fired capable electric generating station located in Worcester County, Massachusetts and all appurtenances thereto owned or operated by Millennium, including electrical switchyards, electrical interconnections and fuel delivery and storage facilities.

"***Minimum Cash Interest Rate***" means a rate equal to the sum of the Eurodollar Rate *plus* 2.50%.

"***Moody's***" means Moody's Investors Service, Inc.

"***Multiemployer Plan***" means a multiemployer plan, as defined in Section 4001(a)(3) of ERISA, to which any Loan Party or any ERISA Affiliate is making or accruing an obligation to make contributions, or has within any of the preceding five plan years made or accrued an obligation to make contributions.

"***Multiple Employer Plan***" means a single employer plan, as defined in Section 4001(a)(15) of ERISA, that (a) is maintained for employees of any Loan Party or any ERISA Affiliate and at least one Person other than the Loan Parties and the ERISA Affiliates or (b) was so maintained and in respect of which any Loan Party or any ERISA Affiliate could have liability under Section 4064 or 4069 of ERISA in the event such plan has been or were to be terminated.

"***Net Cash Proceeds***" has the meaning specified in the Security Deposit Agreement.

"***Non-Speculative***" means, in the case of any applicable Commodity Hedge and Power Sale Agreement, that (i) such Commodity Hedge and Power Sale Agreement is limited such that the volume of the hedges entered into thereunder with respect to a Project, taken together with the aggregate volume of hedges under all other Commodity Hedge and Power Sale Agreements in effect with respect to such Project, does not exceed the power output or fuel input limits of the

Project it is intended to hedge and (ii) transactions under such Commodity Hedge and Power Sale Agreement are executed in a manner such that the amount of fixed-price gas purchased and the amount of fixed price power sold under such Commodity Hedge and Power Sale Agreement, in aggregate, are appropriately related (i.e., the amount of gas purchased under such Commodity Hedge and Power Sale Agreement approximates as reasonably as possible the amount of gas needed to generate the amount of fixed-price power sold thereunder); *provided*, *however*, that any Commodity Hedge and Power Sale Agreement entered into for a period that does not exceed five days and that otherwise meets the requirements of clause (i) above, shall be deemed to be Non-Speculative so long as the Borrower uses commercially reasonable efforts to minimize the duration of such uncovered arrangements.

"***Note***" means a Term B Note, a Term C Note or a Revolving Credit Note, as the context may require, and "***Notes***" means all of the Term B Notes, the Term C Notes and the Revolving Credit Notes.

"***Notice of Borrowing***" means a Notice of Borrowing, in substantially the form of Exhibit B hereto, given by the Borrower in accordance with Section 2.02.

"***NPL***" means the National Priorities List under CERCLA.

"***O&M Agreements***" means each of: (a) that certain Second Amended and Restated Operation and Maintenance Agreement between Millennium and NAES Corporation dated as of January 1, 2013, as amended on March 1, 2015, extended on September 14, 2015, December 28, 2016 and December 22, 2017, in respect of the Millennium Project; and (b) that certain Second Amended and Restated Operation and Maintenance Agreement between Athens and NAES Corporation dated as of January 1, 2013, as amended on March 1, 2015, extended on September 14, 2015, December 28, 2016 and December 22, 2017, in respect of the Athens Project.

"***O&M Costs***" has the meaning specified in the Security Deposit Agreement.

"***Obligation***" means (a) all obligations of every nature of each Loan Party from time to time owed to any Agent (including former Agents) or any Lender from time to time outstanding hereunder and under the other Loan Documents, including, without limitation, all principal and all interest, fees, premium, the Yield Maintenance Fee, expenses, reimbursement of amounts drawn under Project LCs and other charges accrued or accruing (or which would, absent commencement of any bankruptcy, insolvency or other similar proceeding involving creditors' rights generally and any proceeding ancillary thereto, accrue) on or after the commencement of any bankruptcy, insolvency or other similar proceeding involving creditors' rights generally and any proceeding ancillary thereto at the rate provided for herein or the relevant Loan Document, whether or not such interest, fees, premium, Yield Maintenance Fee, expenses or other charges are allowed or allowable in any such bankruptcy, insolvency or other similar proceeding involving creditors' rights generally and any proceeding ancillary thereto and (b) all obligations of every nature outstanding under the Harquahala Reorganization Annex, including the indemnification obligations owed pursuant to Article 7 of the Harquahala Reorganization Annex.

"***Operating Account***" has the meaning specified in the Security Deposit Agreement.

"***Other Taxes***" has the meaning specified in Section 2.12(b).

"***Outstanding Amount***" has the meaning specified in the Intercreditor Agreement.

"***Partial Payoff Offer***" has the meaning specified in Section 5.01(r)(i).

"***Patriot Act***" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. 107-56, signed into law October 26, 2001.

"***Payoff Offers***" has the meaning specified in Section 5.01(r)(i).

"***PBGC***" means the Pension Benefit Guaranty Corporation (or any successor).

"***Permitted Encumbrances***" has the meaning specified in the First Lien Mortgages.

"***Permitted Liens***" means (a) Liens for taxes, assessments and governmental charges or levies to the extent not required to be paid under Section 5.01(b); (b) Liens imposed by or arising by operation of law, such as materialmen's, mechanics', carriers', workmen's and repairmen's Liens and other similar Liens (i) for amounts that are not overdue or (ii) for amounts that are overdue that (A) do not materially adversely affect the use of the Property to which they relate or (B) are bonded or are being contested in good faith by appropriate proceedings for which reserve and other appropriate provisions, if any, required by GAAP shall have been made; (c) pledges or deposits in the ordinary course of business to secure obligations under workers' compensation, unemployment insurance, social security legislation or other similar legislation or to secure public or statutory obligations or to secure a bond or letter of credit or similar instrument that is utilized to secure such obligations; (d) (i) Liens on deposits (or pledges of deposit accounts or securities accounts containing such deposits) to secure the performance of bids, Material Contracts and other Contractual Obligations permitted under this Agreement, trade contracts and leases (other than Debt that is not Debt of the type described in clause (g) of the definition thereof), statutory obligations, surety bonds (other than bonds related to judgments or litigation), performance bonds and other obligations of a like nature incurred in the ordinary course of business, or to secure a bond or letter of credit or similar instrument that is utilized to secure such obligations, in an aggregate amount not to exceed the Reserve-Funded Cash Collateral Amount; provided, this clause (d) shall not include any Lien described herein if any Default or Event of Default has occurred and is continuing on the date such Lien is incurred; provided, further, that this clause (d) shall not include any Lien described herein that is incurred in order to provide credit support in replacement of any Project LC prior to the end of the Backstop Commitment Period (as defined in the Intercreditor Agreement) (but, for the avoidance of doubt, shall include Liens described herein that are incurred in order to provide credit support to a beneficiary of a Project LC to the extent such credit support is provided to satisfy collateral obligations that are different from (or in excess of) the collateral obligations that are secured by such Project LC) and (ii) Liens on accounts receivable and each related deposit or securities account (and cash and investments therein) into which such accounts receivable are deposited, in each case granted on customary terms, to secure obligations pursuant to any Commodity Hedge and Power Sale Agreements or any Energy Management Agreement entered into by the Borrower in the ordinary

course of business; provided, that the terms of such Commodity Hedge and Power Sale Agreements and Energy Management Agreements, as applicable, shall require that amounts in such accounts shall be netted against applicable expenses at least every 45 days and the excess above expenses promptly paid to the applicable Loan Party; (e) Liens securing judgments (or the payment of money not constituting a Default under Section 6.01(g)) or securing appeal or other surety bonds related to such judgments or to secure a bond or letter of credit or similar instrument that is utilized to secure such judgments; (f) Permitted Encumbrances; and (g) easements, rights-of-way, restrictions, encroachments and other minor defects or irregularities in title and any zoning or other similar restrictions to or vested in any governmental office or agency to control or regulate the use of any Real Property, that individually or in the aggregate do not materially adversely affect the value of said Real Property or materially impair the ability of the Loan Parties to operate the Real Property to which they relate in the ordinary course of business.

"***Permitted Trading Activity***" means (a) the daily or forward purchase and/or sale or other acquisition or disposition of wholesale or retail electric energy, capacity, ancillary services, transmission rights, emissions allowances, weather derivatives, demand derivatives and/or related commodities, in each case, whether physical or financial, (b) the daily or forward purchase and/or sale or other acquisition of fuel, fuel transportation and/or storage rights and/or capacity, whether physical or financial, (c) electric energy-related tolling transactions, as seller or tolling servicer, (d) price risk management activities or services, (e) other similar electric industry activities or services or (f) additional services as may be consistent with Prudent Industry Practice from time to time in support of the marketing and trading related to the Projects, in each case in the foregoing clauses (a) through (f), to the extent (i) the purpose of such activity (when taken together with any other related Permitted Trading Activities undertaken by the Loan Parties from time to time) is to protect the Borrower and the other Loan Parties against fluctuations in the price, availability or supply of any commodity or for compliance with applicable law, (ii) such activity is conducted in the ordinary course of business of the Borrower and the other Loan Parties and (iii) not for speculative purposes or on a speculative basis.

"***Person***" means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof.

"***PIK Interest***" means, with respect to the Loans, the payment-in-kind of interest in respect of such Loans by increasing the outstanding principal amount of the Term C Loans.

"***PILOT Documents***" means the PILOT Agreement, the PILOT Mortgage and each other Instrument of Collateral Security (as each such term is defined in the IDA Lease).

"***Plan***" means a Single Employer Plan or a Multiple Employer Plan.

"***Plan of Reorganization***" has the meaning specified in the recitals to this Agreement.

"***Platform***" has the meaning specified in Section 9.02(b).

"***Pledged Accounts***" has the meaning specified in the First Lien Security Agreement.

"***Pledged Debt***" has the meaning specified in the First Lien Security Agreement.

"***Post-Petition Interest***" has the meaning specified in Section 8.05(b).

"***Pre-Petition Exit Fee***" has the meaning given to the term "Exit Fee" in the Pre-Petition First Lien Credit Agreement.

"***Pre-Petition First Lien Credit Agreement***" has the meaning specified in the recitals to this Agreement.

"***Preferred Interests***" means, with respect to any Person, Equity Interests issued by such Person that are entitled to a preference or priority over any other Equity Interests issued by such Person upon any distribution of such Person's property and assets, whether by dividend or upon liquidation.

"***Pro Rata Share***" of any amount means, (a) with respect to any Revolving Credit Lender at any time and with respect to the Revolving Credit Facility, the product of such amount times a fraction the numerator of which is the amount of such Lender's Revolving Credit Commitment at such time and the denominator of which is the aggregate amount of the Revolving Credit Facility at such time and (b) with respect to any Term B Lender at any time and with respect to the Term B Facility, the product of such amount times a fraction the numerator of which is the amount of Loans owed to such Term B Lender under the Term B Facility at such time and the denominator of which is the aggregate amount of the Loans then outstanding and owed to all Term B Lenders under the Term B Facility at such time.

"***Project Companies***" means Athens and Millennium.

"***Project LC***" means each letter of credit set forth on Schedule II hereto, as amended, extended or replaced from time to time in accordance with Section 2.03.

"***Project LC Issuer***" has the meaning specified in Section 2.03(a).

"***Projects***" means the Athens Project and the Millennium Project.

"***Property***" means any right or interest in or to any asset or property of any kind whatsoever (including Equity Interests), whether real, personal or mixed and whether intangible or tangible.

"***Prudent Industry Practice***" means those practices, methods, equipment, specifications and standards of safety and performance, as are commonly used by electric generating stations utilizing comparable fuels as good, safe and prudent engineering practices would dictate in connection with the design, construction, operation, maintenance, repair and use of electrical and other equipment, facilities and improvements of such electrical generating stations, with commensurate standards of safety, performance, dependability (including the implementation of

procedures that shall not adversely affect the long term reliability of the Projects, in favor of short term performance), efficiency and economy, in each such case as the same may evolve from time to time, consistent with applicable law and considering the state in which a Project is located and the type and size of such Project. "*Prudent Industry Practice*" as defined herein does not necessarily mean one particular practice, method, equipment specification or standard in all cases, but is instead intended to encompass a broad range of acceptable practices, methods, equipment specifications and standards.

"***PUHCA***" has the meaning specified in Section 4.01(v).

"***Q3 Interest Payment Date***" has the meaning specified in Section 2.07(c).

"***Q3 Interest True-Up Catch Up Payment***" has the meaning specified in Section 2.07(c).

"***Q3 Interest True-Up Payment***" has the meaning specified in Section 2.07(c).

"***Qualified ECP Guarantor***" means, in respect of any Swap Obligation, each Guarantor that has total assets exceeding $10,000,000 at the time the guarantee, indemnity or keepwell or grant of any relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"***Real Properties***" means each item of Property listed on Schedules 4.01(r) and 4.01(s) hereto and any other real property subsequently acquired by any Loan Party covered by Section 5.01(j).

"***Redeemable***" means, with respect to any Equity Interest, any such Equity Interest that (a) the issuer has undertaken to redeem at a fixed or determinable date or dates, whether by operation of a sinking fund or otherwise, or upon the occurrence of a condition not solely within the control of the issuer or (b) is redeemable at the option of the holder.

"***Register***" has the meaning specified in Section 9.07(f).

"***Regulation U***" means Regulation U of the Board of Governors of the Federal Reserve System, as in effect from time to time.

"***Remaining Interest Amount***" means, as of each Interest Payment Date, the aggregate of the Revolving Credit Remaining Interest Amount, the Term B Remaining Interest Amount, the Term C Remaining Interest Amount, and the Full Deferred Interest Amount, as applicable.

"***Repayment Event***" means the satisfaction of the following conditions: (a) the repayment in full in Cash of all of the outstanding principal amount of the Loans and all other Obligations (except for indemnities and other obligations which by the express terms of the relevant Loan

Documents survive the repayment of the Loans and the termination of the Commitments) due and payable under the Loan Documents and (b) the termination of all Commitments.

"***Required Lenders***" means, at any time, Lenders owed or holding more than 50% of the sum of (without duplication) (a) the aggregate principal amount of the Loans outstanding at such time *plus* (b) the aggregate Unused Revolving Credit Commitments at such time.

"***Required Rating***" means with respect to (a) any Commodity Hedge Counterparty that is described in clause (a)(i) of the definition of "*Commodity Hedge Counterparty,*" either (i) the unsecured senior debt obligations of such Person are rated at least Baa1 by Moody's and at least BBB+ by S&P or (ii) such Person's obligations under any applicable Commodity Hedge and Power Sale Agreement are guaranteed by a Person whose unsecured senior debt obligations are rated at least Baa1 by Moody's and at least BBB+ by S&P, (b) any Commodity Hedge Counterparty described in clause (a)(ii) of the definition of "*Commodity Hedge Counterparty,*" either (i) the unsecured senior debt obligations of such Person are rated at least Baa3 by Moody's and at least BBB- by S&P or (ii) such Commodity Hedge Counterparty's obligations under any applicable Commodity Hedge and Power Sale Agreement are guaranteed by a Person whose unsecured senior debt obligations are rated at least Baa3 by Moody's and at least BBB-by S&P, (c) any counterparty to an Energy Management Agreement (other than EDF), either (i) the unsecured senior debt obligations of such Person are rated at least Baa1 by Moody's and at least BBB+ by S&P or (ii) such Person's obligations under any applicable Energy Management Agreement are guaranteed by a Person whose unsecured senior debt obligations are rated at least Baa1 by Moody's and at least BBB+ by S&P and (d) EDF in its capacity as counterparty to an EDF EMA, either (i) the unsecured senior debt obligations of EDF are rated at least Baa3 by Moody's or at least BBB- by S&P or (ii) EDF's obligations under the EDF EMA are guaranteed by a Person whose unsecured senior debt obligations are rated at least Baa3 by Moody's or at least BBB- by S&P.

"***Reserve-Funded Cash Collateral Amount***" means, in respect of the Permitted Liens pursuant to clause (d)(i) of the definition thereof, an amount equal to $30,000,000.

"***Responsible Officer***" means, as to any Person, any duly authorized and appointed officer of such Person, as demonstrated by a certificate of incumbency or other appropriate appointment or resolution, having actual knowledge of the matter in question.

"***Restructuring Support Agreement***" means the Restructuring Support Agreement, dated as of June 4, 2018, among the Borrower, the Consenting Equity Holders (as defined therein), the Consenting Lenders (as defined therein) and the other parties thereto, as such agreement may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms.

"***Revenue Account***" has the meaning specified in the Security Deposit Agreement.

"***Revolving Credit Borrowing***" means a borrowing consisting of simultaneous Revolving Credit Loans made by the Revolving Credit Lenders.

"***Revolving Credit Commitment***" means, with respect to any Revolving Credit Lender at any time for any period the amount set forth for such period opposite such Lender's name on Schedule I hereto under the caption "*Revolving Credit Commitment*" or, if such Lender has entered into one or more Assignment and Acceptances, set forth for such Lender in the Register maintained by the Administrative Agent pursuant to Section 9.07(f) as such Lender's "*Revolving Credit Commitment*" for such period, as such amount may be reduced at or prior to such time pursuant to Sections 2.05 or 6.01.

"***Revolving Credit Facility***" means, at any time, the aggregate amount of the Revolving Credit Lenders' Revolving Credit Commitments at such time.

"***Revolving Credit Lender***" means any Lender that has a Revolving Credit Commitment.

"***Revolving Credit Loan***" has the meaning specified in Section 2.01(c).

"***Revolving Credit Maturity Date***" means the earlier of (a) the date that occurs on the fifth (5^{th}) anniversary of the Effective Date and (b) the date the Revolving Credit Loan become due and payable pursuant to Section 6.01.

"***Revolving Credit Note***" means a promissory note of the Borrower payable to the order of any Revolving Credit Lender, in substantially the form of Exhibit A-1 hereto, evidencing the aggregate indebtedness of the Borrower to such Lender resulting from the Revolving Credit Loans made by such Lender, as amended.

"***Revolving Credit Remaining Interest Amount***" means, as of any Interest Payment Date, the amount of interest on the Revolving Credit Loans that is then due and payable or becoming due and payable to the Revolving Credit Lenders on such Interest Payment Date *less* the amount of interest on the Revolving Credit Loans required to be paid in Cash on such Interest Payment Date pursuant to Section 2.07(a) (or such greater amount as was actually paid in Cash in accordance with a Cash Payment Election pursuant to Section 2.07(b)).

"***Revolving Credit Termination Date***" means the earlier of (a) the Revolving Credit Maturity Date and (b) the date of termination in whole of the Revolving Credit Commitments pursuant to Section 2.05.

"***S&P***" means Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies, Inc.

"***Second Lien Administrative Agent***" has the meaning specified in the Intercreditor Agreement.

"***Second Lien Collateral Agent***" has the meaning specified in the Intercreditor Agreement.

"***Second Lien Collateral Documents***" has the meaning specified in the Intercreditor Agreement.

"***Second Lien Secured Parties***" has the meaning specified in the Intercreditor Agreement.

"***Second Offer***" has the meaning specified in Section 2.06(c).

"***Secured Parties***" has the meaning specified in the Intercreditor Agreement.

"***Security Deposit Agreement***" means that certain Security Deposit Agreement, dated as of [●], 2018, by the Borrower, the Guarantors, the First Lien Collateral Agent, the Second Lien Collateral Agent and the Depositary, as amended.

"***Single Employer Plan***" means a single employer plan, as defined in Section 4001(a)(15) of ERISA, that (a) is maintained for employees of any Loan Party or any ERISA Affiliate and no Person other than the Loan Parties and the ERISA Affiliates or (b) was so maintained and in respect of which any Loan Party or any ERISA Affiliate could have liability under Section 4069 of ERISA in the event such plan has been or were to be terminated.

"***Solvent***" and "***Solvency***" mean, with respect to any Person on a particular date, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including, without limitation, contingent liabilities, of such Person, (b) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature (taking into account reasonably anticipated prepayments and refinancings) and (c) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"***SPC***" has the meaning specified in Section 9.07(l).

"***Sponsor Group***" means Talen, together with its Affiliates.

"***Subordinated Obligations***" has the meaning specified in Section 8.05.

"***Subordination Agreement***" the Subordination Agreement, entered into on or about the date hereof, among the Agent, the Lenders, the Loan Parties, Talen Energy Corporation, Talen Energy Supply, LLC and such other affiliates and parties as may be necessary to give effect thereto[2].

"***Subsidiary***" of any Person means any corporation, partnership, joint venture, limited liability company, trust or estate of which (or in which) more than 50% of (a) the issued and outstanding capital stock having ordinary voting power to elect a majority of the Board of

[2] Subordination Agreement required under the Plan of Reorganization as a condition to the Effective Date of the Plan of Reorganization.

Directors of such corporation (irrespective of whether at the time capital stock of any other class or classes of such corporation shall or might have voting power upon the occurrence of any contingency), (b) the interest in the capital or profits of such partnership, joint venture or limited liability company or (c) the beneficial interest in such trust or estate is at the time directly or indirectly owned or controlled by such Person, by such Person and one or more of its other Subsidiaries or by one or more of such Person's other Subsidiaries.

"***Swap Obligation***" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act if, and to the extent that, all or a portion of any such obligation to pay or perform constitutes an Obligation or Guaranteed Obligation hereunder.

"***Synthetic Debt***" means, with respect to any Person, without duplication of any clause within the definition of "*Debt*," the principal amount of all (a) obligations of such Person under any lease that is treated as an operating lease for financial accounting purposes and a financing lease for tax purposes (i.e., a "*synthetic lease*"), (b) obligations of such Person in respect of transactions entered into by such Person, the proceeds from which would be reflected on the financial statements of such Person in accordance with GAAP as cash flows from financings at the time such transaction was entered into (other than as a result of the issuance of Equity Interests) and (c) obligations of such Person in respect of other transactions entered into by such Person that are not otherwise addressed in the definition of "*Debt*" or in clause (a) or (b) above that are intended to function primarily as a borrowing of funds (including, without limitation, any minority interest transactions that function primarily as a borrowing).

"***Talen***" means Talen Energy Supply, LLC.

"***Talen Letter of Credit***" means the "Letter of Credit" (as defined in, and issued pursuant to, the LC Support Agreement).

"***Talen Second Lien Facility***" means the second lien credit facility provided to the Loan Parties pursuant to that certain Second Lien Credit and Guaranty Agreement, dated as of the date hereof (the "***Talen Second Lien Facility Credit Agreement***"), among the Borrower, the Guarantors, the Second Lien Administrative Agent, the Second Lien Collateral Agent, and the other Persons from time to time party thereto, as amended, amended and restated, supplemented, refinanced, replaced or otherwise modified from time to time in accordance with its terms (including any permitted increase in the size of such credit facility).

"***Talen Second Lien Facility Credit Agreement***" has the meaning specified in the definition of "Talen Second Lien Facility".

"***Tax Sharing Agreement***" has the meaning specified in Section 5.02(r)(i).

"***Taxes***" has the meaning specified in Section 2.12(a).

"***Term B Borrowing***" means a borrowing consisting of simultaneous Term B Loans made by the Term B Lenders on the Effective Date.

"***Term B Commitment***" means, (a) with respect to any Term B Lender at any time, the amount set forth opposite its name on Schedule I hereto under the caption "*Term B Commitment*" or, (b) with respect to any Term B Lender that has entered into one or more Assignment and Acceptances, the amount set forth for such Term B Lender in the Register maintained by the Administrative Agent pursuant to Section 9.07(f) as such Term B Lender's "*Term B Commitment*," in each case, as such amount may be reduced at or prior to such time pursuant to Section 6.01.

"***Term B Facility***" means, at any time, the aggregate amount of the Term B Lenders' Term B Commitments at such time.

"***Term B Lender***" means, any Lender that has a Term B Commitment or holds a Term B Loan.

"***Term B Loan***" has the meaning specified in Section 2.01(a).

"***Term B Maturity Date***" means the earlier of (a) the date that occurs on the fifth (5^{th}) anniversary of the Effective Date and (b) the date the Term B Loans become due and payable pursuant to Section 6.01.

"***Term B Note***" means a promissory note of the Borrower payable to the order of any Term B Lender, in substantially the form of Exhibit A-2 hereto, evidencing the indebtedness of the Borrower to such Term B Lender, as amended.

"***Term B Remaining Interest Amount***" means, as of any Interest Payment Date, the amount of interest on the Term B Loans that is then due and payable or becoming due and payable to the Term B Lenders on such Interest Payment Date *less* the amount of interest on the Term B Loans required to be paid in Cash on such Interest Payment Date pursuant to Section 2.07(a) (or such greater amount as was actually paid in Cash in accordance with a Cash Payment Election pursuant to Section 2.07(b)).

"***Term C Borrowing***" means a borrowing consisting of simultaneous Term C Loans made by the Term C Lenders on the Effective Date.

"***Term C Commitment***" means, (a) with respect to any Term C Lender at any time, the amount set forth opposite its name on Schedule I hereto under the caption "*Term C Commitment*" or, (b) with respect to any Term C Lender that has entered into one or more Assignment and Acceptances, the amount set forth for such Term C Lender in the Register maintained by the Administrative Agent pursuant to Section 9.07(f) as such Term C Lender's "*Term C Commitment*," in each case, as such amount may be reduced at or prior to such time pursuant to Section 6.01. As of the date hereof, the aggregate amount of Term C Commitments of the Term C Lenders equals the Effective Date Exit Fee Balance.

"***Term C Facility***" means, at any time, the aggregate amount of the Term C Lenders' Term C Commitments at such time.

"***Term C Lender***" means, any Lender that has a Term C Commitment or holds a Term C Loan.

"***Term C Loan***" has the meaning specified in Section 2.01(b); *provided* that any references to Term C Loans shall also include any increases in principal amount of Term C Loans as a result of PIK Interest pursuant to Section 2.07(b).

"***Term C Maturity Date***" means the earlier of (a) the date that occurs on the fifth (5^{th}) anniversary of the Effective Date and (b) the date the Term C Loans become due and payable pursuant to Section 6.01.

"***Term C Note***" means a promissory note of the Borrower payable to the order of any Term C Lender, in substantially the form of Exhibit A-3 hereto, evidencing the indebtedness of the Borrower to such Term C Lender, as amended.

"***Term C Remaining Interest Amount***" means, as of any Interest Payment Date, the amount of interest on the Term C Loans that is then due and payable or becoming due and payable to the Term C Lenders on such Interest Payment Date *less* the amount of interest (if any) on the Term C Loans actually paid in Cash (including pursuant to a Cash Payment Election pursuant to Section 2.07(b)) on such Interest Payment Date.

"***Title Company***" means (a) Fidelity National Title Insurance Company (or any of its Affiliates) or another nationally recognized title insurance company selected by the Administrative Agent and agreed to by the Borrower in its reasonable discretion.

"***UCC***" means the Uniform Commercial Code as from time to time in effect in the relevant jurisdiction.

"***Unused Revolving Credit Commitment***" means, with respect to any Revolving Credit Lender at any time, (a) such Lender's Revolving Credit Commitment at such time *minus* (b) the aggregate principal amount of all Revolving Credit Loans made by such Lender (in its capacity as a Revolving Credit Lender) and outstanding at such time.

"***Voting Interests***" means shares of capital stock issued by a corporation, or equivalent Equity Interests in any other Person, the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such Person, even if the right so to vote has been suspended by the happening of such a contingency.

"***Water Supply Contracts***" means each of: (a) that certain Water Supply Agreement, dated January 5, 1998, by and between Millennium and the Town of Southbridge, MA in respect of the Millennium Project; (b) that certain Amended and Restated Water Rights Agreement, dated January 24, 2014, by and between Millennium and Southbridge Associates II, LLC in

respect of the Millennium Project; and (c) that certain Water Withdrawal Registration Partial Transfer Agreement, dated June 5, 1997, by and between Millennium and American Optical Corporation in respect of the Millennium Project.

"***Withdrawal Liability***" has the meaning specified in Part I of Subtitle E of Title IV of ERISA.

"***Write-Down and Conversion Powers***" means with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

"***Yield Maintenance Fee***" means any yield maintenance fee payable pursuant to Section 2.08(b).

"***Yield Maintenance Period***" means, solely with respect to the Term B Facility and the Term C Facility, the period commencing on the Effective Date and continuing until the third anniversary of the Effective Date.

SECTION 1.02. Computation of Time Periods. In this Agreement and the other Loan Documents in the computation of periods of time from a specified date to a later specified date, the word "***from***" means "from and including" and the words "***to***" and "***until***" each mean "to but excluding."

SECTION 1.03. Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles in effect in the United States from time to time ("***GAAP***").

SECTION 1.04. Other Definitional Provisions and Rules of Construction.

(a) Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference.

(b) References to "Sections" and "subsections" shall be to Sections and subsections, respectively, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any references in this Agreement to "Articles" and/or "Sections" which make reference to any particular piece of legislation or statute, including without limitation, the Bankruptcy Code, ERISA and Internal Revenue Code shall, to the extent that the context implies a reference to any other similar or equivalent legislation as is in effect from time to time in any other applicable jurisdiction, mean the equivalent section in the applicable piece of legislation. Furthermore, where any such reference is meant to apply to such other similar or equivalent legislation where such other similar or equivalent legislation has parallel or like concepts, then such references shall import such parallel or like concepts from such other similar or equivalent legislation, as applicable.

(c) The use in any of the Loan Documents of the word "include" or "including," shall not be construed to be limiting whether or not nonlimiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto.

(d) Unless otherwise expressly provided herein or in the other Loan Documents, references in the Loan Documents to any agreement or contract shall be deemed to be a reference to such agreement or contract as amended, amended and restated, supplemented, replaced or otherwise modified from time to time in accordance with its terms and in compliance with the Loan Documents.

ARTICLE II

AMOUNTS AND TERMS OF THE LOANS

SECTION 2.01. The Loans.

(a) The Term B Loans. Each Term B Lender severally agrees, on the terms and conditions hereinafter set forth, to make a single advance (a "***Term B Loan***") to the Borrower on the Effective Date in an amount in Dollars not to exceed such Lender's Term B Commitment at such time. The Term B Borrowing shall consist of Term B Loans made simultaneously by the Term B Lenders ratably according to their Term B Commitments. Term B Loan amounts repaid or prepaid may not be reborrowed.

(b) The Term C Loans. Each Term C Lender severally agrees, on the terms and conditions hereinafter set forth, to make a single advance (a "***Term C Loan***") to the Borrower on the Effective Date in an amount in Dollars not to exceed such Lender's Term C Commitment at such time. The Term C Borrowing shall consist of Term C Loans made simultaneously by the Term C Lenders ratably according to their Term C Commitments. Term C Loan amounts repaid or prepaid may not be reborrowed.

(c) The Revolving Credit Loans. Each Revolving Credit Lender severally agrees, on and subject to the terms and conditions hereinafter set forth, to make advances (each, a "***Revolving Credit Loan***") to the Borrower from time to time on any Business Day during the period from the Effective Date until the date that is thirty (30) days prior to the Revolving Credit Termination Date in an amount for each such Loan not to exceed such Lender's Unused Revolving Credit Commitment at such time. Each Revolving Credit Borrowing shall be in an aggregate amount equal to the lesser of (i) $1,000,000 or an integral multiple of $500,000 in excess thereof (other than a Borrowing the proceeds of which shall be used solely to repay or prepay in full the initial Borrowing of Revolving Credit Loans) or (ii) the aggregate Unused Revolving Credit Commitment at such time and, in each case, shall consist of Revolving Credit Loans made simultaneously by the Revolving Credit Lenders ratably according to their Revolving Credit Commitments. Within the limits of each Revolving Credit Lender's Unused Revolving Credit Commitment in effect from time to time, the Borrower may borrow under this Section 2.01(c), prepay pursuant to Section 2.06(a) and reborrow under this Section 2.01(c).

SECTION 2.02. Making the Loans.

(a) The Term B Borrowing consisting of Term B Loans advanced by the Term B Lenders on the Effective Date shall be made following the issuance of a Notice of Borrowing, given not later than 11:00 A.M. (New York City time) on the third Business Day prior to the date of the proposed Term B Borrowing, by the Borrower to the Administrative Agent, which shall give to the Term B Lenders prompt notice thereof by telecopier or electronic communication. Each such Notice of Borrowing shall be by telephone, confirmed immediately in writing, or by telecopier or electronic communication, in substantially the form of Exhibit B hereto, specifying therein the requested (i) date of such Term B Borrowing (which shall be the Effective Date), and (ii) aggregate amount of such Term B Borrowing. Each Term B Lender shall, before 11:00 A.M. (New York City time) on the date of such Term B Borrowing, make available for the account of its Lending Office to the Administrative Agent at the Administrative Agent's Account, in same day funds, its Pro Rata Share of the amount of such Term B Borrowing in accordance with its Commitment under the Term B Facility. After the Administrative Agent's receipt of such funds and upon fulfillment of the applicable conditions set forth in Article III, the Borrower hereby directs the Administrative Agent to apply such funds, by means of one or more wire transfers or book entries (as applicable), to the repayment of certain Existing Debt of the Existing Loan Parties in accordance with Section 2.14(a).

(b) The Term C Borrowing consisting of Term C Loans advanced by the Term C Lenders on the Effective Date shall be made following the issuance of a Notice of Borrowing, given not later than 11:00 A.M. (New York City time) on the third Business Day prior to the date of the proposed Term C Borrowing, by the Borrower to the Administrative Agent, which shall give to the Term C Lenders prompt notice thereof by telecopier or electronic communication. Each such Notice of Borrowing shall be by telephone, confirmed immediately in writing, or by telecopier or electronic communication, in substantially the form of Exhibit B hereto, specifying therein the requested (i) date of such Term C Borrowing (which shall be the Effective Date), and (ii) aggregate amount of such Term C Borrowing. Each Term C Lender shall, before 11:00 A.M. (New York City time) on the date of such Term C Borrowing, make available for the account of its Lending Office to the Administrative Agent at the Administrative Agent's Account, in same day funds, its Pro Rata Share of the amount of such Term C Borrowing in accordance with its Commitment under the Term C Facility. After the Administrative Agent's receipt of such funds and upon fulfillment of the applicable conditions set forth in Article III, the Borrower hereby directs the Administrative Agent to apply such funds, by means of one or more wire transfers or book entries (as applicable), to the repayment of the Effective Date Exit Fee Balance in accordance with Section 2.14(b).

(c) Each Revolving Credit Borrowing shall be made following the issuance of a Notice of Borrowing, given not later than 11:00 A.M. (New York City time) on the third Business Day prior to the date of the proposed Revolving Credit Borrowing, by the Borrower to the Administrative Agent, which shall give to each Appropriate Lender prompt notice thereof by telecopier or electronic communication. Each such Notice of Borrowing shall be by telephone, confirmed immediately in writing, or by telecopier or electronic communication, in substantially the form of Exhibit B hereto, specifying therein the requested (i) date of such Revolving Credit

Borrowing and (ii) aggregate amount of such Borrowing. Each Appropriate Lender shall, before 11:00 A.M. (New York City time) on the date of such Revolving Credit Borrowing, make available for the account of its Lending Office to the Administrative Agent at the Administrative Agent's Account, in same day funds, such Lender's ratable portion of such Revolving Credit Borrowing in accordance with the respective Commitments under the Revolving Credit Facility of such Lender and the other Appropriate Lenders. After the Administrative Agent's receipt of such funds and upon fulfillment of the applicable conditions set forth in Article III, the Administrative Agent will make such funds available to the Borrower, by means of one or more wire transfers to the Operating Account, for application by the Borrower in accordance with Section 2.14(c).

(d) Notwithstanding anything to the contrary in this Article II, in connection with Loans requested to be made on the Effective Date, if the proceeds of such Loans (together with the Talen Second Lien Facility) will be used exclusively to repay and/or refinance in full all obligations (other than the Deferred Stub Interest Payment Amount) of the Existing Loan Parties outstanding on the Effective Date under the Pre-Petition First Lien Credit Agreement (including the Pre-Petition Exit Fee due and payable thereunder) and the DIP Credit Agreement, the request for the Borrowing of such Loans may be given by the Borrower to the Administrative Agent telephonically or by electronic communication, not later than 11:00 A.M. (New York City time) on the third Business Day prior to the proposed Effective Date, if such request is confirmed in writing by a Notice of Borrowing given not later than 11:00 A.M. (New York City time) on the proposed Effective Date.

(e) Each Notice of Borrowing shall be irrevocable and binding on the Borrower. The Borrower shall indemnify each Appropriate Lender against any loss, cost or expense incurred by such Lender as a result of any failure to fulfill on or before the date specified in such Notice of Borrowing for such Borrowing the applicable conditions set forth in Article III, including, without limitation, any loss (excluding loss of anticipated profits), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund the Loan to be made by such Lender as part of such Borrowing when such Loan, as a result of such failure, is not made on such date.

(f) Unless the Administrative Agent shall have received notice from an Appropriate Lender prior to the date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's ratable portion of such Borrowing, the Administrative Agent may assume that such Lender has made such portion available to the Administrative Agent on the date of such Borrowing in accordance with Section 2.02(a) and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower on such date a corresponding amount. If and to the extent that such Lender shall not have so made such ratable portion available to the Administrative Agent, such Lender and the Borrower severally agree to repay or pay to the Administrative Agent forthwith on demand such corresponding amount and to pay interest thereon, for each day from the date such amount is made available to the Borrower until the date such amount is repaid or paid to the Administrative Agent, at (i) in the case of the Borrower, the interest rate applicable at such time under Section 2.07 to Loans comprising such Borrowing and (ii) in the case of such Lender, the Eurodollar Rate. If such

Lender shall pay to the Administrative Agent such corresponding amount, such amount so paid shall constitute such Lender's Loan as part of such Borrowing for all purposes.

(g) The failure of any Lender to make the Loan to be made by it as part of any Borrowing shall not relieve any other Lender of its obligation, if any, hereunder to make its Loan on the date of such Borrowing, but no Lender shall be responsible for the failure of any other Lender to make the Loan to be made by such other Lender on the date of any Borrowing.

SECTION 2.03. Project LC Issuance Protocol. Notwithstanding any other provision of this Agreement, during the period that commences upon the Effective Date and terminates on the earlier of (i) Term B Maturity Date, (ii) the Revolving Credit Maturity Date, and (iii) the date on which an Event of Default has occurred and is continuing:

(a) the Lenders shall (x) cause Wells Fargo Bank, N.A., Natixis New York, or another bank reasonably acceptable to the Borrower (which shall include that such bank satisfy any requirements of any beneficiary of a Project LC) (a "***Project LC Issuer***") to issue and maintain each Project LC and (y) to the extent, in the manner and in the amount required by such Project LC Issuer, cause one or more of the Lenders (without limiting the obligations under clause (x) above, determined in the Lenders' sole discretion) to cash collateralize such Project LCs, in each case solely to the extent the LC Provider has issued a corresponding Talen Letter of Credit in accordance with the LC Support Agreement with an aggregate Available Amount at least equal to the face amount of all such outstanding Project LCs; and

(b) in respect of any Project LC issued by a Project LC Issuer, (A) the fronting fees payable to the Project LC Issuer for issuing such Project LC shall be for the account of the Borrower; (B) the funds (if any) used to cash collateralize a Project LC issued by a Project LC Issuer shall be provided by one or more of the Lenders (as determined by the Lenders in their sole discretion); provided that a draw on any such Project LC (other than any draw arising solely from (i) satisfaction of a drawing condition related to the pending expiration and non-renewal of such Project LC or (ii) or such Project LC (or the Project LC Issuer thereof) ceasing to meet the express requirements of the relevant beneficiary for such Project LC (or Project LC Issuer thereof), and any loss of such funds by such Lender due to any cause whatsoever (except to the extent such loss and the amount of such loss are solely caused by breach of the Loan Documents or by acts of gross negligence or willful misconduct on the party of such Lender), shall give rise to a right to draw an equal amount on the Talen Letter of Credit in accordance with the terms thereof; (C) the Project LC Issuer in its capacity as such shall have no rights or recourse against any Loan Party and shall not be a Secured Party or a Lender; (D) such Project LCs shall not constitute a utilization of the Revolving Credit Facility; and (E) the Borrower shall pay to the Lenders a letter of credit fee, in arrears quarterly on the last Business Day of each December, March, June and September occurring after the Effective Date, and on the Term B Maturity Date, on (x) the average daily aggregate Available Amount during such quarter of all Project LCs outstanding from time to time during such quarter at a rate *per annum* equal to the Eurodollar Rate *plus* 2.00% and (y) the unpaid principal amount of all amounts drawn under any Project LC (other than any draw arising solely from satisfaction of a drawing condition related to the pending expiration and non-renewal of such Project LC or such Project LC (or the Project LC

Issuer thereof) ceasing to meet the express requirements of the relevant beneficiary for such Project LC (or Project LC Issuer thereof) and not reimbursed (including through a draw on the Talen Letter of Credit if the conditions to drawing therein have been satisfied) on the date of the applicable drawing from the date of the applicable drawing until such principal amount shall be paid or reimbursed in full (including through a draw on the Talen Letter of Credit if the conditions to drawing therein have been satisfied), at a rate *per annum* equal to the Eurodollar Rate *plus* 2.00%.

SECTION 2.04. Repayment of Loans.

(a) Term B Loans. The Borrower shall repay to the Administrative Agent for the ratable account of the Term B Lenders on the Term B Maturity Date the aggregate principal amount of the Term B Loans then outstanding, together with any accrued but unpaid interest thereon.

(b) Term C Loans. The Borrower shall repay to the Administrative Agent for the ratable account of the Term C Lenders on the Term C Maturity Date the aggregate principal amount of the Term C Loans then outstanding, together with any accrued but unpaid interest thereon.

(c) Revolving Credit Loans. The Borrower shall repay to the Administrative Agent for the ratable account of the Revolving Credit Lenders on the Revolving Credit Termination Date the aggregate principal amount of the Revolving Credit Loans then outstanding, together with any accrued but unpaid interest thereon.

SECTION 2.05. Termination or Reduction of the Commitments.

(a) Optional. The Borrower may, upon at least five Business Days' written notice to the Administrative Agent, terminate in whole or reduce in part the Unused Revolving Credit Commitments; *provided*, *however*, that each partial reduction of the Revolving Credit Facility shall be in an aggregate amount of $1,000,000 or an integral multiple of $500,000 in excess thereof and shall be made ratably among the Revolving Credit Lenders in accordance with their Commitments with respect to the Revolving Credit Facility. The Borrower's written notice to the Administrative Agent shall designate the date (which shall be a Business Day) of such termination or reduction and the amount of any partial reduction, and such termination or reduction of the relevant Commitments shall be effective on the date specified in the Borrower's notice and shall reduce the relevant Commitments of the Appropriate Lenders proportionately in accordance with each such Appropriate Lender's Pro Rata Share thereof.

(b) [Reserved].

(c) [Reserved].

SECTION 2.06. Prepayments.

(a) Optional. The Borrower may, upon at least three Business Days' notice to the Administrative Agent stating the proposed date and aggregate principal amount of the prepayment, and if such notice is given the Borrower shall, prepay the outstanding aggregate principal amount of the Loans in whole or ratably in part, together with accrued interest to the date of such prepayment on the aggregate principal amount prepaid and the applicable Yield Maintenance Fee (if any); it being understood and agreed that no Yield Maintenance Fee will be applicable with respect to any prepayment or refinancing of Term B Loans undertaken pursuant to Section 5.01(r); *provided, however*, that each partial prepayment shall be in an aggregate principal amount of $1,000,000 or an integral multiple of $500,000 in excess thereof. Each such prepayment of the Loans shall be applied (i) *first*, to the prepayment of Term C Loans in Cash until the aggregate outstanding principal balance of the Term C Loans (following such application) equals $35,000,000, (ii) *second*, following the prepayment contemplated by the preceding clause (i), to the scheduled principal payments of the Term B Loans in full in Cash in inverse order of maturity, including the principal amount due on the Term B Maturity Date, until the aggregate outstanding principal balance thereof equals $0.00, (iii) *third*, following the prepayment contemplated by the preceding clauses (i) and (ii), to the prepayment of the remaining amount of outstanding Term C Loans in full in Cash, and (iv) *fourth*, following the prepayments contemplated by the preceding clauses (i), (ii) and (iii), to the Revolving Credit Loans in full in Cash (with a corresponding reduction of the Revolving Credit Commitment).

(b) Mandatory. (i) On each Cash Flow Payment Date, the Borrower shall prepay an aggregate principal amount of the Loans in accordance with priority *eighth* of Section 3.2 of the Security Deposit Agreement for further application in accordance with priority *first* of Section 3.7 of the Security Deposit Agreement, in an amount equal to one hundred percent (100%) of the aggregate amount remaining on deposit in or credited to the Revenue Account after giving effect to the withdrawals and transfers on such Cash Flow Payment Date pursuant to priorities *first* through *seventh* of Section 3.2 of the Security Deposit Agreement. Each such prepayment of the Loans shall be applied (A) *first*, to the prepayment of Term C Loans in Cash until the aggregate outstanding principal balance of the Term C Loans (following such application) equals $35,000,000, (B) *second*, following the prepayment contemplated by the preceding clause (A), to the scheduled principal payments of the Term B Loans in full in Cash in inverse order of maturity, including the principal amount due on the Term B Maturity Date, until the aggregate outstanding principal balance thereof equals $0.00, (C) *third*, following the prepayment contemplated by the preceding clauses (A) and (B), to the prepayment of the remaining amount of outstanding Term C Loans in full in Cash, and (D) *fourth*, following the prepayments contemplated by the preceding clauses (A), (B) and (C), to the Revolving Credit Loans in full in Cash (with a corresponding reduction of the Revolving Credit Commitment).

(ii) Subject to the Security Deposit Agreement, upon the occurrence of a Casualty Event, Event of Eminent Domain, Asset Sale or the incurrence or issuance of any Debt (other than Debt permitted to be incurred pursuant to Section 5.02(b)), the Borrower shall prepay an aggregate principal amount of the Loans in an aggregate amount equal to the Net Cash Proceeds thereof in accordance with priority *first* of Section 3.7 of the Security Deposit Agreement. Each such prepayment of the Loans shall be applied (A) *first*, to the scheduled principal payments of the Term B Loans in full in

Cash in inverse order of maturity, including the principal amount due on the Term B Maturity Date, (B) *second*, following the repayment contemplated by the preceding clause (A), to the prepayment of Term C Loans in full in cash and (C) *third*, following the repayments contemplated by the preceding clauses (A) and (B), to the Revolving Credit Loans in full in Cash (with a corresponding reduction of the Revolving Credit Commitment).

(iii) If at any time the aggregate outstanding balance of the Term B Loans and Term C Loans is $0.00, the Borrower shall within ten (10) Business Days repay the Revolving Credit Loans in full in Cash (and upon such prepayment the Revolving Credit Commitment shall be reduced to $0.00).

(iv) If at any time the sum of the aggregate outstanding balance of the Revolving Credit Loans exceeds the aggregate Revolving Credit Commitments, the Borrower shall within two (2) Business Days repay the Revolving Credit Loans in an amount sufficient to eliminate such excess in accordance with this Agreement.

(v) All prepayments under this clause (b) shall be made together with (A) accrued and unpaid interest to the date of such prepayment on the principal amount prepaid, (B) any amounts owing pursuant to Section 9.04(c) and (C) any applicable Yield Maintenance Fee.

(c) Term B Lender's Option to Decline Prepayment. Except as provided in the last sentence of this Section 2.06(c), any Term B Lender, at its option, may elect not to accept all or any portion of any prepayment of the Term B Loans pursuant to Section 2.06(b). Subject to the immediately preceding sentence, upon each prepayment date set forth in Section 2.06(b) for any prepayment of Term B Loans, in accordance with the Security Deposit Agreement, the Borrower shall notify the Administrative Agent in writing of the amount that is available to prepay the Term B Loans. Promptly after the date of receipt of such notice, the Administrative Agent shall provide written notice to the Term B Lenders of the amount available to prepay the Term B Loans. Any Term B Lender declining such prepayment (a "***Declining Lender***") shall give written notice thereof to the Administrative Agent by 11:00 a.m. New York City time no later than two (2) Business Days after the date of such notice from the Administrative Agent; any Term B Lender that does not give such notice during such period shall be deemed to have accepted such prepayment offer. On such date the Administrative Agent shall then provide written notice (the "***Second Offer***") to the Term B Lenders other than the Declining Lenders (such Term B Lenders being the "***Accepting Lenders***") of the additional amount available (due to such Declining Lenders' declining such prepayment) to prepay the Term B Loans owing to such Accepting Lenders. Any Term B Lender declining prepayment pursuant to such Second Offer shall give written notice thereof to the Administrative Agent by 11:00 a.m. New York City time no later than two (2) Business Days after the date of such notice of a Second Offer; any Term B Lender that does not give such notice during such period shall be deemed to have accepted such prepayment offer. Amounts remaining after the allocation of accepted amounts shall be applied as provided in Section 3.7 of the Security Deposit Agreement, except to the extent otherwise set forth in Section 2.06(b). Notwithstanding the above, if Term B Lenders

owed or holding more than 50% of the aggregate principal amount of the Term B Loans outstanding at such time accept or are deemed to have accepted all or any portion of any prepayment offer pursuant to this Section 2.06(c), then all Term B Lenders shall be deemed to have accepted such prepayment offer to the same.

SECTION 2.07. Interest.

(a) Interest.

(i) Interest shall accrue on the unpaid principal amount of each Term B Loan, Term C Loan and Revolving Credit Loan owing to each Term B Lender, Term C Lender and Revolving Credit Lender from the date of each such Term B Loan, Term C Loan and Revolving Credit Loan until such principal amount shall be paid in full, at a rate *per annum* equal at all times during each Interest Period for each such Term B Loan, Term C Loan and Revolving Credit Loan to the sum of (A) the Eurodollar Rate for such Interest Period for such Term B Loan, Term C Loan and Revolving Credit Loan (as applicable) plus (B) the Applicable Margin.

(ii) Except for the Q3 Interest True-Up Payments (which amounts shall be paid in accordance with Section 2.07(c)), interest shall be payable in arrears on each Interest Payment Date, *provided that*:

(A) the amount of interest payable in Cash by the Borrower in respect of each Term B Loan and Revolving Credit Loan on each Interest Payment Date pursuant to this Section 2.07(a) shall be limited to interest on the unpaid principal amount of each Term B Loan and Revolving Credit Loan at a rate *per annum* equal to the Minimum Cash Interest Rate;

(B) the Term B Remaining Interest Amounts and the Revolving Credit Remaining Interest Amounts payable by the Borrower in respect of each Term B Loan and Revolving Credit Loan on each Interest Payment Date pursuant to this Section 2.07(a) shall be paid-in-kind in accordance with Section 2.07(b); and

(C) all the interest payable by the Borrower in respect of each Term C Loan shall be payable in accordance with Section 2.07(b).

(iii) At the Borrower's option, so long as no Default or Event of Default shall have occurred and be continuing, the Borrower may elect to defer any interest due and payable in Cash under this Section 2.07(a) during, or with respect to, a single Full Deferred Interest Fiscal Quarter identified in writing by the Borrower to the Administrative Agent not less than three (3) Business Days prior to the applicable Interest Payment Date (the aggregate such amount of interest in respect of Term B Loans and Revolving Credit Loans during the Full Deferred Interest Fiscal Quarter, the "***Full Deferred Interest Amount***").

(iv) The Deferred Stub Interest Payment Amount as set forth in the Deferred Stub Interest Certificate delivered on the Effective Date shall be payable by the Borrower in Cash on the first Interest Payment Date to occur following the Effective Date.

(b) PIK Interest.

(i) On each Interest Payment Date, the Borrower shall pay the Remaining Interest Amount in PIK Interest. Schedule 2.07(b) includes illustrative examples of calculations of PIK Interest in respect of the Remaining Interest Amounts and the resulting increases in the outstanding principal amount of the Term C Loans. The outstanding principal amount of the Term C Loans shall be automatically increased on such Interest Payment Date by the amount of PIK Interest paid on such Interest Payment Date.

(ii) The Borrower shall be permitted to pay any PIK Interest due under this Section 2.07(b) in Cash in lieu of PIK Interest by providing the Administrative Agent written notice of such upcoming payment in Cash with respect to an Interest Period, and the amount of interest in respect of the Remaining Interest Amounts for which the Borrower will pay in Cash, at least three (3) Business Days prior to the applicable Interest Payment Date, in the form attached as Exhibit H hereto (the "***Cash Payment Election***"). The Administrative Agent shall provide written notice of any Cash Payment Election to all applicable Term B Lenders, Term C Lenders or Revolving Credit Lenders, as applicable, promptly upon receipt thereof.

(c) Q3 Interest True-Up Payment. On each Interest Payment Date set forth below (each such date, a "**Q3 Interest Payment Date**"), the Borrower shall pay in Cash the amount (such amount, the "**Q3 Interest True-Up Payment**") set forth opposite such Q3 Interest Payment Date:

Q3 Interest Payment Date	Q3 Interest True-Up Payment
September 30, 2019	An amount equal to the sum of (i) $7,822,953 *plus* (ii) an amount that would cause the *per annum* Applicable Margin actually paid in Cash on account of interest due on the unpaid principal amount of each Term B Loan and Revolving Credit Loan owing to each Term B Lender and Revolving Credit Lender from the Effective Date through September 30, 2019 to equal 4.00%.
September 30, 2020	An amount that would cause the *per annum* Applicable Margin actually

	paid in Cash on account of interest due on the unpaid principal amount of each Term B Loan and Revolving Credit Loan owing to each Term B Lender and Revolving Credit Lender from September 30, 2019 through September 30, 2020 to equal 4.00%.
September 30, 2021	An amount that would cause the *per annum* Applicable Margin actually paid in Cash on account of interest due on the unpaid principal amount of each Term B Loan and Revolving Credit Loan owing to each Term B Lender and Revolving Credit Lender from September 30, 2020 through September 30, 2021 to equal 4.00%.
September 30, 2022	An amount that would cause the *per annum* Applicable Margin actually paid in Cash on account of interest due on the unpaid principal amount of each Term B Loan and Revolving Credit Loan owing to each Term B Lender and Revolving Credit Lender from September 30, 2021 through September 30, 2022 to equal 4.00%.
[September 30, 2023	An amount that would cause the *per annum* Applicable Margin actually paid in Cash on account of interest due on the unpaid principal amount of each Term B Loan and Revolving Credit Loan owing to each Term B Lender and Revolving Credit Lender from September 30, 2022 through September 30, 2023 to equal 4.00%.][3]

; *provided that,* on each Q3 Interest Payment Date, the Borrower shall, in any event, pay an amount that would cause the *per annum* Applicable Margin actually paid in Cash on account of interest due on the unpaid principal amount of each Term B Loan and Revolving Credit Loan owing to each Term B Lender and Revolving Credit Lender from the Effective Date through

[3] To be included only if the maturity date falls after September 2023.

such Q3 Interest Payment Date to equal 4.00% (any amount that is due under the terms of this proviso that is not otherwise due under the terms of the immediately preceding table, a "***Q3 Interest True-Up Catch Up Payment***").

(d) Treatment of Q3 Interest True-Up Payments. Any Q3 Interest True-Up Payment due in Cash under Section 2.07(c) shall be in addition to any interest owed by the Borrower under Section 2.07(a) and Section 2.07(b) (including, if applicable, the Full Deferred Interest Amount), and shall not otherwise impact, or have any effect on the calculation of, the interest payable by the Borrower under Section 2.07(a) or Section 2.07(b) (including, if applicable, the Full Deferred Interest Amount). The Borrower shall be permitted to credit the amount of any mandatory repayment under Section 2.06(b)(i) or any optional prepayment of the Term C Loans or the Term B Loans (as applicable) on a dollar-for-dollar basis against any Q3 Interest True-Up Payment that is subsequently owed. Once any amount of such prepayment has been credited to any Q3 Interest True-Up Payment, such amount shall no longer be available for crediting against any future Q3 Interest True-Up Payment. The aggregate outstanding amount of the Term C Loans shall be reduced from time to time by the amount of each Q3 Interest True-Up Payment actually paid in Cash hereunder. Notwithstanding anything herein to the contrary, in no event shall the amount of any Default Interest (which is, for the avoidance of doubt, 2% *per annum*) paid hereunder be included in the calculation of the Q3 Interest True-Up Payments.

(e) Default Interest. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may, and upon the request of the Required Lenders shall, require that the Borrower pay interest at a rate *per annum* equal at all times to 2% *per annum* above the rate *per annum* required to be paid pursuant to Section 2.07(a)(i) ("***Default Interest***") on:

(i) the aggregate outstanding principal amount of each Loan, and

(ii) to the fullest extent permitted by applicable law, the amount of any interest, fee or other amount payable under this Agreement or any other Loan Document to any Agent or any Lender that is not paid when due, from the date such amount shall be due until such amount shall be paid in full,

in each case, payable in Cash (without diminishing the Borrower's obligations to make the Cash interest payment due pursuant to Section 2.07(a)(ii)(A)) either (x) on each Interest Payment Date following the occurrence and during the continuance of an Event of Default or (y) on demand; *provided*, *however*, that following the making of the request or the granting of the consent specified by Section 6.01 to authorize the Administrative Agent to declare the Loans due and payable pursuant to the provisions of Section 6.01, Default Interest shall accrue and be payable hereunder whether or not previously required by the Administrative Agent. Payment or acceptance of the increased rates of interest provided for in this Section 2.07(e) is not a permitted alternative to timely payment and shall not constitute a waiver of any Event of Default or otherwise prejudice or limit any rights or remedies of the Administrative Agent or any Lender.

SECTION 2.08. Fees.

(a) Commitment Fee. The Borrower shall pay to the Administrative Agent for the account of each of the Revolving Credit Lenders, a commitment fee, from the date hereof in the case of each Initial Lender and from the effective date specified in the Assignment and Acceptance pursuant to which it became a Revolving Credit Lender in the case of each other Revolving Credit Lender until the Revolving Credit Termination Date, payable in arrears quarterly on the last Business Day of each December, March, June and September occurring after the Effective Date, and on the Revolving Credit Termination Date, at the Eurodollar Rate *per annum* on the average daily Unused Revolving Credit Commitment of such Revolving Credit Lender during such quarter.

(b) Yield Maintenance Fee.

(i) Subject to clause (ii) below, in the event that (A) the Borrower makes any prepayment of Term B Loans or Term C Loans pursuant to Section 2.06(a) or Section 2.06(b) (other than any prepayment pursuant to Section 2.06(b)(i), any prepayment upon the occurrence of a Casualty Event or an Event of Eminent Domain, or any prepayment or refinancing of Loans undertaken pursuant to Section 5.01(r)) or (B) the unpaid principal balance of any Term B Loan or Term C Loan is accelerated pursuant to Section 6.01, in each case during the Yield Maintenance Period (the principal amount of such prepayment or amount so accelerated being the "***Prepayment Amount***"), the Borrower shall pay to the Administrative Agent, for the ratable benefit of the Term B Lenders or Term C Lenders, as applicable, a Yield Maintenance Fee in an amount equal to the sum of the interest that would have been payable on the Prepayment Amount (in the absence of such prepayment or acceleration) at a rate *per annum* equal to the Applicable Margin (x) on all scheduled Interest Payment Dates falling after the date of prepayment or acceleration until the end of the Yield Maintenance Period and (y) if the last day of the Yield Maintenance Period is not an Interest Payment Date, on the last day of the Yield Maintenance Period, in each case discounted from the respective scheduled payment date to the date of prepayment or acceleration, in accordance with accepted financial practice at a discount factor equal to the equivalent weighted-average life U.S. Treasury yield as of 10:00 a.m. New York City time on the Business Day immediately preceding the date of prepayment or acceleration.

(ii) Notwithstanding anything set forth in this Agreement, no Yield Maintenance Fee will be due during any time period that is not the Yield Maintenance Period; *provided*, *however*, that, in the event of an acceleration of the Term B Facility or Term C Facility pursuant to Section 6.01, the Yield Maintenance Fee shall apply and shall be determined pursuant to clause (b)(i) above as if a prepayment occurred on the date of such acceleration.

(c) [Reserved].

(d) Agents' Fees. The Borrower shall pay to each Agent for its own account such fees as may from time to time be agreed between the Borrower and such Agent.

SECTION 2.09. [Reserved].

SECTION 2.10. Increased Costs, Etc. (a) If, due to either (i) the introduction of or any change in or in the interpretation of any law or regulation or (ii) the compliance with any guideline or request from any central bank or other governmental authority (whether or not having the force of law), there shall be any increase in the cost to any Lender of agreeing to make or of making, funding or maintaining Loans (excluding, for purposes of this Section 2.10, any such increased costs resulting from (x) Taxes or Other Taxes (as to which Section 2.12 shall govern) and (y) changes in the basis or rate of taxation of overall net income or overall gross income by the United States or by the foreign jurisdiction or state under the laws of which such Lender is organized or has its Lending Office or any political subdivision thereof), then the Borrower shall from time to time, upon demand by such Lender (with a copy of such demand to the Administrative Agent), pay to the Administrative Agent for the account of such Lender additional amounts sufficient to compensate such Lender for such increased cost. A certificate as to the amount of such increased cost, submitted to the Borrower by such Lender, shall be conclusive and binding for all purposes, absent manifest error.

(b) If any Lender determines that compliance with any law or regulation or any guideline or request from any central bank or other governmental authority (whether or not having the force of law) affects or would affect the amount of capital required or expected to be maintained by such Lender or any corporation controlling such Lender and that the amount of such capital is increased by or based upon the existence of such Lender's commitment to make Loans and other commitments of such type (or similar Guaranteed Debts), then, upon demand by such Lender or such corporation (with a copy of such demand to the Administrative Agent), the Borrower shall pay to the Administrative Agent for the account of such Lender, from time to time as specified by such Lender, additional amounts sufficient to compensate such Lender in the light of such circumstances, to the extent that such Lender reasonably determines such increase in capital to be allocable to the existence of such Lender's commitment to make Loans. A certificate as to such amounts submitted to the Borrower by such Lender shall be conclusive and binding for all purposes, absent manifest error.

SECTION 2.11. Payments and Computations. (a) The Borrower shall make each payment hereunder and under the other Loan Documents, irrespective of any right of counterclaim or set-off (except as otherwise provided in Section 2.13), not later than 11:00 A.M. (New York City time) on the day when due in U.S. dollars to the Administrative Agent at the Administrative Agent's Account in same day funds, with payments being received by the Administrative Agent after such time being deemed to have been received on the next succeeding Business Day. The Administrative Agent will promptly thereafter cause like funds to be distributed (i) if such payment by the Borrower is in respect of principal, interest, commitment fees, letter of credit fees or any other Obligation then payable hereunder and under the other Loan Documents to more than one Lender, to such Lenders for the account of their respective Lending Offices ratably in accordance with the amounts of such respective Obligations then payable to such Lenders and (ii) if such payment by the Borrower is in respect of any Obligation then payable hereunder to one Lender, to such Lender for the account of its Lending Office, in each case to be applied in accordance with the terms of this Agreement. Upon its acceptance of an Assignment and Acceptance and recording of the information contained therein in the Register pursuant to Section 9.07(f), from and after the effective date of such

Assignment and Acceptance, the Administrative Agent shall make all payments hereunder and under the other Loan Documents in respect of the interest assigned thereby to the assignee thereunder, and the parties to such Assignment and Acceptance shall make all appropriate adjustments in such payments for periods prior to such effective date directly between themselves.

(b) The Borrower hereby authorizes each Lender and each of its Affiliates, if and to the extent payment owed to such Lender is not made when due hereunder or under the other Loan Documents, to charge from time to time, to the fullest extent permitted by law, against any or all of the Borrower's accounts with such Lender or such Affiliate any amount so due.

(c) All computations of interest based on the Eurodollar Rate and of commitment fees, letter of credit fees and other fees and commissions shall be made by the Administrative Agent on the basis of a year of 360 days, in each case for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest, fees or commissions are payable. Each determination by the Administrative Agent of an interest rate, fee or commission hereunder shall be conclusive and binding for all purposes, absent manifest error.

(d) Whenever any payment hereunder or under the other Loan Documents shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payment of interest or commitment or letter of credit fee or commission, as the case may be; *provided*, *however*, that, if such extension would cause payment of interest on or principal of Loans to be made in the next following calendar month, such payment shall be made on the preceding Business Day.

(e) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to any Lender hereunder that the Borrower will not make such payment in full, the Administrative Agent may assume that the Borrower has made such payment in full to the Administrative Agent on such date and the Administrative Agent may, in reliance upon such assumption, cause to be distributed to each such Lender on such due date an amount equal to the amount then due such Lender. If and to the extent the Borrower shall not have so made such payment in full to the Administrative Agent, each such Lender shall repay to the Administrative Agent forthwith on demand such amount distributed to such Lender together with interest thereon, for each day from the date such amount is distributed to such Lender until the date such Lender repays such amount to the Administrative Agent, at the Eurodollar Rate.

(f) If the Administrative Agent receives funds for application to the Obligations of the Loan Parties under or in respect of the Loan Documents under circumstances for which the Loan Documents do not specify the Loans or the Facility to which, or the manner in which, such funds are to be applied, the Administrative Agent may, if no instructions with respect thereto are received from the Lenders upon request, but shall not be obligated to, elect to distribute such funds to each of the Lenders in accordance with such Lenders' Pro Rata Share of

the aggregate principal amount of all Loans outstanding at such time, in repayment or prepayment of such of the outstanding Loans or other Obligations then owing to such Lender, and, in the case of the Term B Facility, for application to such principal repayment installments thereof, as the Administrative Agent shall direct.

(g) Notwithstanding any provision of this Agreement to the contrary, to the extent that this Agreement provides for advances or payments (or deemed advances or payments) to be made by or to the Revolving Credit Lenders ratably according to their Revolving Credit Commitments or according to their Pro Rata Shares, as between any Lenders that are Affiliates of Beal Bank USA or Beal Bank SSB, the Revolving Credit Lenders may allocate such advances and payments ratably according to their respective Unused Revolving Credit Commitments or in such other manner as Beal Bank USA or Beal Bank SSB and such Affiliates may agree without affecting in any manner the aggregate Revolving Credit Commitments available to the Borrower at any time.

SECTION 2.12. Taxes. (a) Any and all payments by any Loan Party to or for the account of any Lender or any Agent hereunder or under any other Loan Document shall be made, in accordance with Section 2.11 or the applicable provisions of such other Loan Document, if any, free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, *excluding*, in the case of each Lender and each Agent, (x) taxes that are imposed on its overall net income by the United States and taxes that are imposed on its overall net income (and franchise taxes imposed in lieu thereof) by the state or foreign jurisdiction under the laws of which such Lender or such Agent, as the case may be, is organized (or any political subdivision thereof), has its Lending Office, has a permanent establishment or is engaged in business (other than the business that the Lender is engaged in solely by reason of the transactions contemplated by this Agreement), (y) any branch profits taxes imposed by the United States of America and (z) withholding taxes imposed under law in effect on the date hereof or at the time the Lender designates a new Lending Office, other than any new Lending Office designated at the written request of a Loan Party (in the case of a Lender that is not an Initial Lender, this clause (z) shall include taxes imposed under law in effect on the date such Lender becomes a Lender, except to the extent that the Lender's predecessor would have been entitled to receive additional amounts under this Section 2.12(a)) and, in the case of each Lender, taxes that are imposed on its overall net income (and franchise taxes imposed in lieu thereof) by the state or foreign jurisdiction of such Lender's Lending Office or any political subdivision thereof (all such non-excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities in respect of payments hereunder or under any other Loan Document being hereinafter referred to as "***Taxes***"). If any Loan Party shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder or under any other Loan Document to any Lender or any Agent, (i) the sum payable by such Loan Party shall be increased as may be necessary so that after such Loan Party and the Administrative Agent have made all required deductions (including deductions applicable to additional sums payable under this Section 2.12) such Lender or such Agent, as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) such Loan Party shall make all such deductions and (iii) such Loan Party shall pay the full

amount deducted to the relevant taxation authority or other authority in accordance with applicable law.

(b) In addition, each Loan Party shall pay any present or future stamp, documentary, excise, property (including intangible property, but with regard to all property taxes, only to the extent relating to property of a Loan Party) mortgage recording or similar taxes, charges or levies that arise from any payment made by such Loan Party hereunder or under any other Loan Documents or from the execution, delivery or registration of, performance under, or otherwise with respect to, this Agreement or the other Loan Documents (hereinafter referred to as "***Other Taxes***").

(c) The Loan Parties shall indemnify each Lender and each Agent for and hold them harmless against the full amount of Taxes and Other Taxes, and for the full amount of taxes of any kind imposed or asserted by any jurisdiction on amounts payable under this Section 2.12, imposed on or paid by such Lender or such Agent (as the case may be) and any liability (including penalties, additions to tax, interest and expenses) arising therefrom or with respect thereto. This indemnification shall be made within 30 days from the date such Lender or such Agent (as the case may be) makes written demand therefor.

(d) Within 30 days after the date of any payment of Taxes, the appropriate Loan Party shall furnish to the Administrative Agent, at its address referred to in Section 9.02, the original or a certified copy of a receipt evidencing such payment, to the extent such a receipt is issued therefor, or other written proof of payment thereof that is reasonably satisfactory to the Administrative Agent. In the case of any payment hereunder or under the other Loan Documents by or on behalf of a Loan Party through an account or branch outside the United States or by or on behalf of a Loan Party by a payor that is not a United States person, if such Loan Party determines that no Taxes are payable in respect thereof, such Loan Party shall furnish, or shall cause such payor to furnish, to the Administrative Agent, at such address, an opinion of counsel acceptable to the Administrative Agent stating that such payment is exempt from Taxes. For purposes of subsections (d) and (e) of this Section 2.12, the terms "***United States***" and "***United States person***" shall have the meanings specified in Section 7701 of the Internal Revenue Code.

(e) Each Lender organized under the laws of a jurisdiction outside the United States shall, on or prior to the date of its execution and delivery of this Agreement in the case of each Initial Lender and on the date of the Assignment and Acceptance pursuant to which it becomes a Lender in the case of each other Lender, and from time to time thereafter as reasonably requested in writing by the Borrower (but only so long thereafter as such Lender remains lawfully able to do so), provide each of the Administrative Agent and the Borrower with two original Internal Revenue Service Forms W-8BEN or W-8EC1 or (in the case of a Lender that has certified in writing to the Administrative Agent that it is not (i) a "bank" as defined in Section 881(c)(3)(A) of the Internal Revenue Code), (ii) a 10-percent shareholder (within the meaning of Section 871(h)(3)(B) of the Internal Revenue Code) of any Loan Party or (iii) a controlled foreign corporation related to any Loan Party (within the meaning of Section 864(d)(4) of the Internal Revenue Code), Internal Revenue Service Form W-8BEN, as appropriate, or any successor or other form prescribed by the Internal Revenue Service,

certifying that such Lender is exempt from or entitled to a reduced rate of United States withholding tax on payments pursuant to this Agreement or any other Loan Document or, in the case of a Lender that has certified that it is not a "bank" as described above, certifying that such Lender is a foreign corporation, partnership, estate or trust. As provided in Section 2.12(a), if the forms provided by a Lender at the time such Lender first becomes a party to this Agreement indicate a United States interest withholding tax rate in excess of zero, withholding tax at such rate shall be considered excluded from Taxes unless and until such Lender provides the appropriate forms certifying that a lesser rate applies, whereupon withholding tax at such lesser rate only shall be considered excluded from Taxes for periods governed by such forms; *provided*, *however*, that if, at the effective date of the Assignment and Acceptance pursuant to which a Lender becomes a party to this Agreement, the Lender assignor was entitled to payments under subsection (a) of this Section 2.12 in respect of United States withholding tax with respect to interest paid at such date, then, to such extent, the term Taxes shall include (in addition to withholding taxes that may be imposed in the future or other amounts otherwise includable in Taxes) United States withholding tax, if any, applicable with respect to the Lender assignee on such date. If any form or document referred to in this subsection (e) requires the disclosure of information, other than information necessary to compute the tax payable and information required on the date hereof by Internal Revenue Service Form W-8BEN or W-8EC1 or the related certificate described above, that the applicable Lender reasonably considers to be confidential, such Lender shall give notice thereof to the Borrower and shall not be obligated to include in such form or document such confidential information.

(f) For any period with respect to which a Lender has failed to provide the Borrower with the appropriate form, certificate or other document described in subsection (e) above (other than if such failure is due to a change in law, or in the interpretation or application thereof, occurring after the date on which a form, certificate or other document originally was required to be provided or if such form, certificate or other document otherwise is not required under subsection (e) above), such Lender shall not be entitled to indemnification under subsection (a) or (c) of this Section 2.12 with respect to Taxes imposed by the United States by reason of such failure; *provided*, *however*, that should a Lender become subject to Taxes because of its failure to deliver a form, certificate or other document required hereunder, the Loan Parties shall take such steps as such Lender shall reasonably request, at the Lender's sole expense and as long as the Loan Parties determine that such steps will not, in the reasonable judgment of the Loan Parties, be disadvantageous to the Loan Parties, to assist such Lender to recover such Taxes.

(g) Any Lender claiming any additional amounts payable pursuant to this Section 2.12 agrees to use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to change the jurisdiction of its Lending Office if the making of such a change would avoid the need for, or reduce the amount of, any such additional amounts that may thereafter accrue and would not, in the reasonable judgment of such Lender, be otherwise disadvantageous to such Lender. In addition, if a Lender determines, in such Lender's sole discretion, that it has received a refund or credit in respect of any Taxes or Other Taxes as to which it has been indemnified pursuant to Section 2.12(c), or with respect to which additional amounts have been paid pursuant to Section 2.12(a), such Lender shall pay to the Borrower an

amount equal to such refund (but such amount in no event to exceed the amount of any indemnity payments made, or additional amounts paid, by the Borrower under this Section 2.12 with respect to the Taxes or Other Taxes giving rise to such refund) net of all out-of-pocket expenses of such Lender, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the Borrower, upon the request of such Lender, shall agree to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to such Lender in the event such Lender subsequently determines that such refund or credit is unavailable under applicable law or is otherwise required to repay such refund to such Governmental Authority. This paragraph shall not be construed to require a Lender to rearrange its tax affairs or to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrower or any other Person.

SECTION 2.13. Sharing of Payments, Etc. If any Lender shall obtain at any time any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise, other than as a result of an assignment pursuant to Section 9.07), (a) on account of Obligations due and payable to such Lender hereunder and under the other Loan Documents in excess of its ratable share (according to the proportion of (i) the amount of such Obligations due and payable to such Lender to (ii) the aggregate amount of the Obligations due and payable to all Lenders hereunder and under the other Loan Documents at such time) of payments on account of the Obligations due and payable to all Lenders hereunder and under the other Loan Documents at such time obtained by all the Lenders at such time or (b) on account of Obligations owing (but not due and payable) to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations owing to such Lender at such time to (ii) the aggregate amount of the Obligations owing (but not due and payable) to all Lenders hereunder and under the other Loan Documents at such time) of payments on account of the Obligations owing (but not due and payable) to all Lenders hereunder and under the other Loan Documents at such time obtained by all of the Lenders at such time, such Lender shall forthwith purchase from the other Lenders such interests or participating interests in the Obligations as shall be necessary to cause such purchasing Lender to share the excess payment ratably with each of them; *provided*, *however*, that if all or any portion of such excess payment is thereafter recovered from such purchasing Lender, such purchase from each other Lender shall be rescinded and such other Lender shall repay to the purchasing Lender the purchase price to the extent of such Lender's ratable share (according to the proportion of (i) the purchase price paid to such Lender to (ii) the aggregate purchase price paid to all Lenders) of such recovery together with an amount equal to such Lender's ratable share (according to the proportion of (i) the amount of such other Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid or payable by the purchasing Lender in respect of the total amount so recovered. The Loan Parties agree that any Lender so purchasing an interest or participating interest from another Lender pursuant to this Section 2.13 may, to the fullest extent permitted by law, exercise all its rights of payment (including the right of set-off) with respect to such interest or participating interest, as the case may be, as fully as if such Lender were the direct creditor of the Loan Parties in the amount of such interest or participating interest, as the case may be.

SECTION 2.14. Use of Proceeds.

(a) The Term B Loans to be advanced on the Effective Date shall be available (and the Borrower agrees that it shall use the Term B Loans) solely to repay (including by book entry) (i) the Existing Debt of the Existing Loan Parties outstanding on the Effective Date under the Pre-Petition First Lien Credit Agreement (other than the Pre-Petition Exit Fee and the Deferred Stub Interest Payment Amount) and (ii) the Existing Debt of the Existing Loan Parties outstanding on the Effective Date under the DIP Credit Agreement.

(b) The Term C Loans to be advanced on the Effective Date shall be available (and the Borrower agrees that it shall use the Term C Loans) solely to repay (including by book entry) the Pre-Petition Exit Fee due and payable by the Borrower under the Pre-Petition First Lien Credit Agreement.

(c) The proceeds of the Revolving Credit Loans shall be available (and the Borrower agrees that it shall use such proceeds and Commitments) solely (i) on the Effective Date, to repay and/or refinance a portion of obligations of the Existing Loan Parties outstanding on the Effective Date under the Pre-Petition First Lien Credit Agreement (other than the Deferred Stub Interest Payment Amount) and the DIP Credit Agreement in accordance with the Plan of Reorganization, and (ii) on and after the Effective Date, (A) to provide working capital for the Loan Parties, (B) to provide credit support in respect of such working capital needs (other than funding any Excluded G&A Services) and (C) for the Loan Parties' other general corporate purposes (other than funding any Excluded G&A Services).

SECTION 2.15. Evidence of Debt. (a) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan owing to such Lender from time to time, including the amounts of principal (including, in the case of Term C Loans, principal owing as a result of PIK Interest) and interest payable and paid to such Lender from time to time hereunder. The Borrower agrees that upon notice by any Lender to the Borrower (with a copy of such notice to the Administrative Agent) to the effect that a promissory note or other evidence of indebtedness is required or appropriate in order for such Lender to evidence (whether for purposes of pledge, enforcement or otherwise) the Loans owing to, or to be made by, such Lender, the Borrower shall promptly execute and deliver to such Lender, with a copy to the Administrative Agent, a Revolving Credit Note, a Term B Note and a Term C Note, as applicable, in substantially the form of Exhibits A-1, A-2 and A-3 hereto, respectively, payable to the order of such Lender in a principal amount equal to the Revolving Credit Commitment, Term B Loans and Term C Loans, respectively, of such Lender. All references to Notes in the Loan Documents shall mean Notes, if any, to the extent issued hereunder.

(b) The Register maintained by the Administrative Agent pursuant to Section 9.07(f) shall include a control account, and a subsidiary account for each Lender, in which accounts (taken together) shall be recorded (i) the date and amount of each Borrowing made hereunder and, if appropriate, the Eurodollar Rate Period applicable thereto, (ii) the terms of each Assignment and Acceptance delivered to and accepted by it, (iii) the amount of any principal (including PIK Interest automatically added to the principal amount of the Term C

Loans) or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iv) the amount of any sum received by the Administrative Agent from the Borrower hereunder and each Lender's share thereof.

(c) Entries made in good faith by the Administrative Agent in the Register pursuant to subsection (b) above, and by each Lender in its account or accounts pursuant to subsection (a) above, shall be *prima facie* evidence of the amount of principal and interest due and payable or to become due and payable from the Borrower to, in the case of the Register, each Lender and, in the case of such account or accounts, such Lender, under this Agreement, absent manifest error; *provided*, *however*, that the failure of the Administrative Agent or such Lender to make an entry, or any finding that an entry is incorrect, in the Register or such account or accounts shall not limit or otherwise affect the obligations of the Borrower under this Agreement.

SECTION 2.16. Duty to Mitigate. In the event that any Lender demands payment of costs or additional amounts pursuant to Sections 2.10 or 2.12, the Borrower may, upon 20 days' prior written notice to such Lender and the Administrative Agent, elect to cause such Lender to assign its Loans and Commitments in full to one or more Persons selected by the Borrower so long as (i) each such Person satisfies the criteria of an Eligible Assignee and is reasonably satisfactory to the Administrative Agent, (ii) such Lender receives payment in full in Cash of the outstanding principal amount of all Loans made by it and all accrued and unpaid interest thereon and all other amounts due and payable to such Lender as of the date of such assignment (including, without limitation, amounts owing pursuant to Sections 2.10, 2.12 and 9.04) and (iii) each such assignee agrees to accept such assignment and to assume all obligations of such Lender hereunder in accordance with Section 9.07.

ARTICLE III

CONDITIONS TO EFFECTIVENESS OF LENDING

SECTION 3.01. Conditions Precedent. Section 2.01 of this Agreement shall become effective on and as of the first date (the "***Effective Date***") on which the Administrative Agent determines in its sole and absolute discretion that the following conditions precedent have been satisfied (and the obligation of any Revolving Credit Lender to make a Revolving Credit Loan and the Term B Lenders to make a Term B Loan hereunder is subject to the satisfaction of such conditions precedent before or concurrently with the Effective Date):

(a) The Administrative Agent shall have received on or before the Effective Date the following, each dated such day (unless otherwise specified) and in form and substance reasonably satisfactory to the Administrative Agent:

(i) This Agreement, duly executed and delivered by the parties hereto.

(ii) The Notes, duly executed and delivered by the Borrower and payable to the order of the Lenders.

(iii) The First Lien Security Agreement, duly executed by the Borrower, each Guarantor and MACH Gen, together with:

(A) confirmation reasonably satisfactory to the Administrative Agent that (1) certificates representing the Initial Pledged Equity referred to therein accompanied by undated membership interest powers or partnership interest powers, as applicable, executed in blank, and (2) instruments evidencing the Initial Pledged Debt referred to therein, indorsed in blank, in each case, have been delivered to the First Lien Collateral Agent,

(B) appropriately completed financing statements in form appropriate for filing under the UCC in the State of Delaware, covering the Collateral described in the First Lien Security Agreement,

(C) completed requests for information or similar search reports, dated on or before the Effective Date, listing all effective financing statements filed in the jurisdictions where the Loan Parties are incorporated or in which the Projects are located that name any Loan Party as debtor, together with copies of such other financing statements,

(D) true and complete copies of each Material Contract,

(E) [Reserved],

(F) a First Lien Consent and Agreement in respect of each Commodity Hedge and Power Sale Agreement and each other Material Contract set forth on Schedule 3.01(a)(iii)(F) hereto; and

(G) evidence that all other action that the Administrative Agent and the First Lien Collateral Agent may deem reasonably necessary in order to perfect and protect the first priority (subject to Liens expressly permitted by Section 5.02(a) (other than the Liens created by the Second Lien Collateral Documents in accordance with Section 5.02(a)(ii))) Liens and security interests created under the First Lien Security Agreement has been taken.

(iv) Original counterparts of the mortgages, deeds of trust or security deeds encumbering each of the Real Properties and substantially in the form of Exhibit D (with such changes or modifications as may be required by local law and, with respect to the mortgage with respect to the New York property, with such modifications as Greene County Industrial Development Agency or its counsel may reasonably request), duly executed by the appropriate Loan Party (collectively the "***Initial First Lien Mortgages***"), together with:

(A) evidence that counterparts of the Initial First Lien Mortgages have been either (x) duly recorded on or before the Effective Date or (y) duly executed, acknowledged and delivered to the Title Company in form suitable for filing or recording, in all filing or recording offices necessary in order to create a valid first and subsisting Lien on the property described therein in favor of the First Lien Collateral Agent for the benefit of the First Lien Secured Parties and that all filing and recording taxes and fees have been paid to the Title Company,

(B) certified copies of the fully paid American Land Title Association Lender's Extended Coverage title insurance policies in the amount of $420,000,000 for New York property (Athens) and $200,000,000 for Massachusetts property (Millennium), in form and substance and with endorsements (including zoning endorsements) to the extent available, issued by the Title Company, and reinsured by title insurers reasonably acceptable to the Administrative Agent and the First Lien Collateral Agent, insuring the Initial First Lien Mortgages to be valid first and subsisting Liens on the property described therein, free of all defects (including, but not limited to, mechanics' and materialmen's Liens) and encumbrances, excepting only Permitted Liens, and providing for such other affirmative insurance (including endorsements for future advances under the Loan Documents and for mechanics' and materialmen's Liens) and such direct access, in each case, substantially in the form as provided in the title insurance policies insuring the first lien mortgages in connection with the Pre-Petition First Lien Credit Agreement,

(C) certified copies of the American Land Title Association/American Congress on Surveying and Mapping form surveys, which were certified to the Administrative Agent and the First Lien Collateral Agent and the Title Company in connection with the Pre-Petition First Lien Credit Agreement by a land surveyor duly registered and licensed in the States in which the property described in such surveys is located, together with a survey affidavit of the applicable Loan Parties satisfactory to the Title Company,

(D) evidence of the insurance required by the terms of the First Lien Mortgages,

(E) Phase I reports in respect of each Project in form and substance satisfactory to the Lenders and upon which each Lender, the Administrative Agent and the First Lien Collateral Agent are entitled to rely, and

(F) such other consents, agreements and confirmations of lessors and third parties as the Administrative Agent or the First Lien

Collateral Agent may deem reasonably necessary or desirable and evidence that all other actions that the Administrative Agent or the First Lien Collateral Agent may deem necessary or desirable in order to create the valid first and subsisting Liens on the property described in the First Lien Mortgages has been taken.

(v) The Intercreditor Agreement, in form and substance satisfactory to the Administrative Agent, and duly executed by the Borrower and each Guarantor and each other party thereto as of the Effective Date.

(vi) The Security Deposit Agreement, in form and substance satisfactory to the Administrative Agent, and duly executed by the Borrower and each Guarantor and each other party thereto as of the Effective Date.

(vii) [Reserved].

(viii)

(A) The Talen Second Lien Facility Credit Agreement, duly executed and delivered by the Borrower, the Guarantors, Talen Investment Corporation (or its Affiliate), as lender, each other lender party thereto, the Second Lien Administrative Agent, the Second Lien Collateral Agent and the other Persons party thereto,

(B) the LC Support Agreement, duly executed and delivered by the Borrower, the Guarantors, the LC Provider and the Second Lien Collateral Agent, and

(C) the Second Lien Collateral Documents, duly executed by the applicable Loan Parties and the other Persons party thereto.

(ix) Evidence in form and substance satisfactory to the Administrative Agent that the Talen Letter of Credit required by the LC Support Agreement to have been issued on the Effective Date shall have been issued.

(x) Certified copies of the resolutions of the board of directors of MACH Gen and authorizations of the sole member or general partner, as applicable, of each Loan Party approving the Loan Documents to which it is or is to be a party and the transactions contemplated thereby, and of all documents evidencing other necessary corporate action and governmental and other third party approvals and consents, if any, with respect to the Loan Documents to which it is or is to be a party and the transactions contemplated thereby.

(xi) A copy of a certificate of the Secretary of State of Delaware, dated reasonably near the Effective Date certifying (A) as to a true and correct copy of the certificate of formation or certificate of limited partnership, as the case may be, of

MACH Gen or such Loan Party and each amendment thereto on file in such Secretary's office and (B) that (1) such amendments are the only amendments to MACH Gen's or such Loan Party's certificate of formation or certificate of limited partnership, as the case may be, on file in such Secretary's office, (2) to the extent applicable, MACH Gen or such Loan Party has paid all franchise taxes to the date of such certificate and (3) to the extent applicable, MACH Gen or such Loan Party is duly formed and in good standing or presently subsisting under the laws of the State of Delaware.

(xii) A certificate of MACH Gen and each Loan Party signed on behalf of such Person by a Responsible Officer, dated the Effective Date (the statements made in which certificate shall be true on and as of the Effective Date), certifying as to (A) the absence of any amendments to the certificate of formation or certificate of limited partnership, as the case may be, of such Person since the date of the Secretary of State's certificate referred to in Section 3.01(a)(xi), (B) a true and correct copy of the limited liability company agreement or limited partnership agreement, as the case may be, of such Person as in effect on the date on which the resolutions referred to in Section 3.01(a)(x) were adopted and on the Effective Date, (C) the due formation and good standing or valid existence of such Person as a limited liability company or limited partnership, as the case may be, organized under the laws of the jurisdiction of its formation, and the absence of any proceeding for the dissolution or liquidation of such Person, (D) the truth in all material respects of the representations and warranties contained in the Loan Documents as though made on and as of the Effective Date; *provided*, that if a representation and warranty is qualified as to materiality, with respect to such representation and warranty, the materiality qualifier set forth in this clause (D) shall be disregarded, and (E) the absence of receipt of notice from a party to the IDA Lease or a PILOT Document asserting that a breach or default has occurred and is continuing thereunder.

(xiii) In the case of MACH Gen, a certificate of MACH Gen executed by an officer or a director of MACH Gen, and in the case of each Loan Party, a certificate of the sole member or general partner, as applicable, of such Loan Party executed by an officer or a director of such sole member or general partner, in each case, certifying the name and true signature of the authorized Person or representative of such Loan Party authorized to sign each Loan Document to which it is or is to be a party and the other documents to be delivered hereunder and thereunder.

(xiv) A certificate in substantially the form of Exhibit E, attesting to the Solvency of the Borrower and its Subsidiaries on a Consolidated basis after giving effect to the Plan of Reorganization, the Loan Documents and the transactions contemplated thereby, from its chief financial officer.

(xv) (A) A certified hard copy of, and a computer disk containing, *pro forma* cash flow statements with respect to the Borrower and its Subsidiaries for the period from the Effective Date through and including the Fiscal Year 2030 (the "***Base Case Projections***"); and (B) a certified copy of the operating budget for the Borrower and

its Subsidiaries for the twelve (12) month period beginning on the Effective Date (the "***Initial Operating Budget***").

(xvi) A *pro forma* balance sheet of the Borrower and its Subsidiaries, on a Consolidated basis, as of the Effective Date after giving effect to the Plan of Reorganization and the Loans and extensions of credit pursuant to this Agreement occurring on the Effective Date.

(xvii) [Reserved].

(xviii) Copies of all certificates representing the policies, endorsements and other documents required under Section 5.01(d) to be in effect as of the Effective Date, accompanied by (A) a certificate of the Borrower signed by a Responsible Officer of the Borrower certifying that the copies of each of the policies, endorsements and other documents delivered pursuant to this Section 3.01(a)(xviii) are true, correct and complete copies thereof, (B) letters from the Borrower's insurance brokers or insurers, dated not earlier than fifteen (15) days prior to the Effective Date, stating with respect to each such insurance policy that (1) such policy is in full force and effect, (2) all premiums theretofore due and payable thereon have been paid and (3) the underwriters of such insurance have agreed that the policies, when issued, will contain the provisions required under Section 5.01(d) and (C) evidence in form and substance reasonably satisfactory to the Lenders confirming that such required insurance is in full force and effect in accordance with the terms of this Agreement.

(xix) An opinion of Skadden, Arps, Slate, Meagher & Flom LLP, counsel for the Loan Parties, in form and substance reasonably satisfactory to the Administrative Agent (including, without limitation, with respect to the enforceability of this Agreement).

(xx) Opinions of local counsel for the Loan Parties in substantially the forms of Exhibit G-1 and G-2 with respect to the enforceability and perfection of each Initial First Lien Mortgage and any related fixture filings, in form and substance reasonably satisfactory to the Administrative Agent.

(xxi) Opinions of regulatory counsel for the Loan Parties, in form and substance reasonably satisfactory to the Administrative Agent.

(b) The Plan of Reorganization shall have been confirmed by the Bankruptcy Court, and the order of the Bankruptcy Court confirming the Plan of Reorganization shall (i) approve and authorize the Facilities, the transactions contemplated hereby and the granting of the Liens securing the Facilities, and (ii) be in full force and effect and shall not have been stayed, reversed, amended or modified.

(c) The conditions to effectiveness of the Plan of Reorganization shall have been satisfied, and the Plan of Reorganization will be substantially consummated with the effectiveness of this Agreement on the Effective Date.

(d) The Administrative Agent shall be satisfied that all Existing Debt has been (or is contemporaneously being) prepaid, redeemed or defeased in full or otherwise satisfied and extinguished, including all interest, fees and other amounts accrued and unpaid in accordance with the Final Financing Order (as defined in the Restructuring Support Agreement), and all commitments relating thereto are (or are contemporaneously being) terminated.

(e) Before giving effect to the Loan Documents and the transactions contemplated thereby, there shall have occurred no Material Adverse Change since the date of confirmation of the Plan of Reorganization by the Bankruptcy Court.

(f) There shall exist no action, suit, investigation, litigation or proceeding affecting any Loan Party or any of its Subsidiaries pending or threatened in writing before any Governmental Authority (other than the Chapter 11 Cases) that (i) could reasonably be expected to have a Material Adverse Effect or materially impair or interfere with the operations of any Project Company or (ii) purports to affect the legality, validity or enforceability of any Loan Document or the consummation of the transactions contemplated hereby.

(g) Except for any Governmental Authorizations required in connection with the Lenders' exercise of remedies under the Loan Documents, all Governmental Authorizations and third party consents and approvals necessary in connection with the Loan Documents and the transactions contemplated thereby or for the ownership and operation of the Projects at full design capacity shall have been obtained (without the imposition of any condition that is not acceptable to the Administrative Agent or the Lenders) and shall remain in effect.

(h) The Borrower shall have paid (or shall be contemporaneously paying from the proceeds of the Loans) all accrued fees of the Agents and the Lenders, and all accrued expenses of the Agents (including all accrued fees and expenses of counsel to the Administrative Agent and local counsel to the Lenders) and other compensation contemplated in connection with this Agreement, the Final DIP Order and the Plan of Reorganization payable to the Administrative Agent and the Lenders in respect of the transactions contemplated by this Agreement.

(i) The Administrative Agent shall be reasonably satisfied that the amount of committed financing available to the Borrower shall be sufficient to meet the ongoing financial needs of the Borrower and its Subsidiaries after giving effect to the Loan Documents and the transactions contemplated thereby.

(j) (A) A report of the Independent Market Power Consultant in respect of the Projects and (B) a report of the Independent Engineer with respect of the Projects, in each case satisfactory to the Lender and upon which the Administrative Agent, the First Lien Collateral Agent and each Lender shall be entitled to rely (in each case together with a certificate from the Independent Market Power Consultant and the Independent Engineer (as applicable)) and in each case in a form and substance satisfactory to the Lenders.

(k) In the event any organizational document of any Loan Party is amended, restated, supplemented or otherwise modified after the date of the Pre-Petition First Lien Credit

Agreement, such organizational document shall be in form and substance satisfactory to the Lenders.

(l) The Administrative Agent shall have received and be reasonably satisfied with a copy of the certificate, together with reasonable supporting documentation, setting forth the Deferred Stub Interest Amount delivered to the lenders under the Pre-Petition First Lien Credit Agreement (the "***Deferred Stub Interest Certificate***").

SECTION 3.02. Conditions Precedent to Each Borrowing. The obligation of each Appropriate Lender to make a Loan, or deem to make any Term B Loan or Term C Loan on the occasion of each Borrowing (including the initial Borrowing) shall be subject to the conditions precedent that on the date of such Borrowing the following statements shall be true and the Administrative Agent shall have received for the account of such Lender a certificate signed by a Responsible Officer of the Borrower, dated the date of such Borrowing, stating that (and each of the giving of the applicable Notice of Borrowing and the acceptance by the Borrower of the proceeds of such Borrowing shall constitute a representation and warranty by the Borrower that both on the date of such notice and on the date of such Borrowing such statements are true):

(a) the representations and warranties contained in each Loan Document are true and correct in all material respects on and as of such date, before and after giving effect to such Borrowing and to the application of the proceeds therefrom, as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date); *provided*, that if a representation and warranty is qualified as to materiality, with respect to such representation and warranty, the materiality qualifier set forth in this clause (a) shall be disregarded;

(b) no Default has occurred and is continuing, or would result from such Borrowing or from the application of the proceeds therefrom; and

(c) for any Revolving Credit Borrowing, the proceeds of the Loans (as defined in the Talen Second Lien Facility Credit Agreement) available to the Borrower under the Talen Second Lien Facility shall have been fully funded and made available to the Borrower in an amount equal to the aggregate Commitments (as defined in the Talen Second Lien Facility Credit Agreement) of the lenders thereunder.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

SECTION 4.01. Representations and Warranties. Each Loan Party represents and warrants as follows:

(a) Organization. It (i) is a limited liability company or limited partnership duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, (ii) is duly qualified and in good standing as a limited liability company or limited

partnership in each other jurisdiction in which it owns or leases property or in which the conduct of its business requires it to so qualify or be licensed except where the failure to so qualify or be licensed could not reasonably be expected to have a Material Adverse Effect and (iii) has all requisite limited liability company or partnership (as applicable) power and authority (including, without limitation, all Governmental Authorizations) to own or lease and operate its properties and to carry on its business as now conducted and as proposed to be conducted.

(b) Location. Set forth on Schedule 4.01(b) hereto is a complete and accurate list of all Loan Parties, showing as of the date hereof (as to each Loan Party) the jurisdiction of its formation, the address of its principal place of business and its U.S. taxpayer identification number. The copy of the charter, certificate of formation or certificate of limited partnership, as applicable, of each Loan Party and each amendment thereto provided pursuant to Section 3.01(a)(xi) is a true and correct copy of each such document, each of which is valid and in full force and effect.

(c) Ownership Information. Set forth on Schedule 4.01(c) hereto is a complete and accurate list of all Subsidiaries of each Loan Party, showing as of the date hereof (as to each such Subsidiary) the jurisdiction of its formation, the number of shares, membership interests or limited partnership interests (as applicable) of each class of its Equity Interests authorized, and the number outstanding, on the date hereof and the percentage of each such class of its Equity Interests owned (directly or indirectly) by such Loan Party and the number of shares, membership interests or limited partnership interests (as applicable) covered by all outstanding options, warrants, rights of conversion or purchase and similar rights at the date hereof. All of the outstanding Equity Interests in each Loan Party's Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by such Loan Party or one or more of its Subsidiaries free and clear of all Liens, except those created under the First Lien Collateral Documents, the Second Lien Collateral Documents or Permitted Liens.

(d) Authorization Non-Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which it is or is to be a party, and the consummation of the transactions contemplated thereby, are within such Loan Party's limited liability company or limited partnership (as applicable) powers, have been duly authorized by all necessary limited liability company or limited partnership (as applicable) action, and do not (i) contravene such Loan Party's limited liability company agreement, limited partnership agreement or other constituent documents, (ii) violate any law, rule, regulation (including, without limitation, Regulation X of the Board of Governors of the Federal Reserve System), order, writ, judgment, injunction, decree, determination or award applicable to or binding on it, (iii) conflict with or result in the breach of, or constitute a default or require any payment to be made under, a Contractual Obligation of any Loan Party (except to the extent such conflict, breach, default or payment could not reasonably be expected to have a Material Adverse Effect) or (iv) except for the Liens created under the First Lien Collateral Documents, result in or require the creation or imposition of any Lien upon or with respect to any of the Properties of any Loan Party or any of its Subsidiaries. As of the Effective Date, no Loan Party is in violation of any such law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or in breach of any such contract, loan agreement, indenture, mortgage, deed of trust, lease or other

instrument, the violation or breach of which could reasonably be expected to have a Material Adverse Effect.

(e) Consents and Approvals.

(i) No Governmental Authorization, and no notice to, filing with, or consent or approval of any other third party is required for (A) the due execution, delivery, recordation, filing or performance by any Loan Party of any Loan Document to which it is or is to be a party, or for the consummation of the transactions contemplated thereby, (B) the grant by any Loan Party of the Liens granted by it pursuant to the First Lien Collateral Documents, (C) the perfection or maintenance of the Liens created under the First Lien Collateral Documents (including the first priority (subject to Liens expressly permitted by Section 5.02(a) (other than the Liens created by the Second Lien Collateral Documents in accordance with Section 5.02(a)(ii))) nature thereof) or (D) the exercise by any Agent or any Lender of its rights under the Loan Documents or the remedies in respect of the Collateral pursuant to the First Lien Collateral Documents, except for (1) those Governmental Authorizations, notices and filings set forth on Schedule 4.01(e), all of which except as set forth on Schedule 4.01(e) or that are otherwise a Governmental Authorization described in clauses (2) or (3) below (x) have been duly obtained, taken, given or made, (y) are in full force and effect, and (z) are free from conditions or requirements that have not been met or complied with (other than requirements not complied with as a result of the Loan Parties entering into the Restructuring Support Agreement), (2) any FERC, New York Public Service Commission, or Federal Communications Commission approvals required in connection with the Lender's exercise of remedies under the Loan Documents or (3) those Governmental Authorizations, notices, filings with, or consents of, any other third party, the failure of which to obtain and maintain could not reasonably be expected to result in a Material Adverse Effect.

(ii) No Governmental Authorization, and no notice to, filing with, or consent or approval of any Governmental Authority or any other third party is required in connection with the operation of the Projects in accordance with applicable law and as otherwise contemplated by this Agreement, except for (A) the Governmental Authorizations, notices and filings set forth on Schedule 4.01(e), all of which except as set forth on Schedule 4.01(e) (or that are otherwise a Governmental Authorization described in clause (B) below) (1) have been duly obtained, taken, given or made, (2) are in full force and effect and (3) are free from conditions or requirements that have not been met or complied with or (B) those Governmental Authorizations, notices, filings with or consents of any other third party, the failure of which to obtain and maintain could not reasonably be expected to result in a Material Adverse Effect.

(f) Binding Agreement. This Agreement has been, and each other Loan Document when delivered hereunder will have been, duly executed and delivered by each Loan Party party thereto. This Agreement is, and each other Loan Document when delivered

hereunder will be, the legal, valid and binding obligation of each Loan Party party thereto, enforceable against each such Loan Party in accordance with its terms.

(g) Litigation. There is no action, suit, investigation, litigation or proceeding affecting any Loan Party or any of its Subsidiaries, including any Environmental Action, pending or threatened in writing before any Governmental Authority or arbitrator that (i) could reasonably be expected to have a Material Adverse Effect or (ii) other than confirmation of the Plan of Reorganization by the Bankruptcy Court, purports to affect the legality, validity or enforceability of any Loan Document or the consummation of the transactions contemplated thereby.

(h) Financial Statements.

(i) The Consolidated balance sheet of the Borrower and its Subsidiaries, the related Consolidated statement of income and Consolidated statement of cash flows of the Borrower and its Subsidiaries for the Fiscal Year then ended, and the Consolidated balance sheet of the Borrower and its Subsidiaries and the related Consolidated statement of income and Consolidated statement of cash flows of the Borrower and its Subsidiaries for the three months then ended, duly certified by a Responsible Officer of the Borrower, in each case which have most recently been furnished to the Administrative Agent pursuant to Section 3.01 or Section 5.03, fairly present in all material respects, subject, in the case of any interim balance sheet and related statements of income and cash flows for the relevant three months then ended, to year-end audit adjustments, the Consolidated financial condition of the Borrower and its Subsidiaries as at the dates of such financial statements and the Consolidated results of operations of the Borrower and its Subsidiaries for the periods ended on such dates, all in accordance with GAAP applied on a consistent basis; *provided* that, with respect to periods prior to the Effective Date, references in this clause to the Borrower and its Subsidiaries will be deemed to include Harquahala to the extent Harquahala is included in such financial statements.

(ii) Since December 31, 2017, there has been no Material Adverse Change.

(iii) The Consolidated forecasted balance sheet, statement of income and statement of cash flows of the Borrower and its Subsidiaries, the Base Case Projections and all other projections and forward-looking information delivered to the Administrative Agent pursuant to Section 3.01(a)(xv)(A) were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair in light of the conditions existing at the time of delivery of such forecasts, and represented, at the time of delivery, the Borrower's best estimate of its future financial performance.

(i) Information. As of the Effective Date, no information, exhibit or report furnished by or on behalf of any Loan Party to any Agent or any Lender in connection with the negotiation and syndication of the Loan Documents or pursuant to the terms of the Loan Documents contained, when taken as a whole, and as of the date such information, exhibit or

report (as applicable) was so furnished, any untrue statement of a material fact or omitted to state a material fact necessary to make the statements made therein not misleading in light of the circumstances under which such statements were made; *provided*, *however*, that, except as set forth herein, no representation or warranty is made with respect to any projections or other forward looking statements provided by or on behalf of any Loan Party or any of their Affiliates.

(j) Margin Stock. The Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying Margin Stock, and no proceeds of any Loan will be used to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock.

(k) Investment Company Act. No Loan Party is an "*investment company*," as defined in or subject to regulations under the Investment Company Act of 1940, as amended.

(l) Security Interest. All filings and other actions necessary to perfect and protect the security interest in the Collateral created under the First Lien Collateral Documents have been duly made or taken and are in full force and effect, and the First Lien Collateral Documents create in favor of the First Lien Collateral Agent for the benefit of the First Lien Secured Parties legal, valid, enforceable and, together with such filings and other actions, perfected first priority (subject to Liens expressly permitted by Section 5.02(a) (other than the Liens created by the Second Lien Collateral Documents in accordance with Section 5.02(a)(ii))) Liens in the Collateral, securing the payment of the First Lien Obligations. The Loan Parties are the legal and beneficial owners of the Collateral free and clear of any Lien, except for the liens and security interests created or permitted under the Loan Documents.

(m) Solvency. After giving effect to the Loan Documents and the transactions contemplated thereby, the Borrower and its Subsidiaries are, on a Consolidated basis, Solvent.

(n) ERISA Etc. (i) No ERISA Event has occurred or is reasonably expected to occur with respect to any Plan that has resulted in or is reasonably expected to result in a material liability of any Loan Party or any ERISA Affiliate.

(ii) Neither any Loan Party nor any ERISA Affiliate has incurred or is reasonably expected to incur any material Withdrawal Liability to any Multiemployer Plan.

(iii) Neither any Loan Party nor any ERISA Affiliate has been notified by the sponsor of a material Multiemployer Plan that such Multiemployer Plan is in reorganization or has been terminated, within the meaning of Title IV of ERISA, and no such Multiemployer Plan is reasonably expected to be in reorganization or to be terminated, within the meaning of Title IV of ERISA.

(o) Environmental Matters.

(i) Except as otherwise set forth on Part I of Schedule 4.01(o) hereto, the operations and properties of each Loan Party and each of its Subsidiaries comply with

all applicable Environmental Laws and Environmental Permits, all past non-compliance with such Environmental Laws and Environmental Permits has been resolved without ongoing obligations or costs, except for any such noncompliance, obligation or cost that could not reasonably be expected to have a Material Adverse Effect and, to the best knowledge of each Loan Party, no circumstances exist that could (A) form the basis of an Environmental Action against any Loan Party or any of its Subsidiaries or any of their properties that could reasonably be expected to have a Material Adverse Effect or (B) cause any such property to be subject to any restrictions on ownership or transferability, or subject to any material Lien, under any Environmental Law.

(ii) Except as otherwise set forth on Part II of Schedule 4.01(o) hereto, none of the properties currently or formerly owned or operated by any Loan Party or any of its Subsidiaries is currently listed or proposed for listing on the NPL or on the CERCLIS or any analogous state or local list; there are no and never have been any underground or aboveground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed on any property currently owned or operated by any Loan Party or any of its Subsidiaries; there is no asbestos or asbestos-containing material on any property currently owned or operated by any Loan Party or any of its Subsidiaries that requires abatement under any applicable Environmental Law; and Hazardous Materials have not been released, discharged or disposed of on any property currently or formerly owned or operated by any Loan Party or any of its Subsidiaries in a manner that would reasonably be expected to require any material investigation, cleanup, remediation or remedial action by any Loan Party under any applicable Environmental Law.

(iii) Except as otherwise set forth on Part III of Schedule 4.01(o) hereto, neither any Loan Party nor any of its Subsidiaries is undertaking, and has not completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any governmental or regulatory authority or the requirements of any Environmental Law; and all Hazardous Materials generated, used, treated, handled or stored at, or transported to or from, any property currently or formerly owned or operated by any Loan Party or any of its Subsidiaries have been disposed of in a manner not reasonably expected to result in liability to any Loan Party or any of its Subsidiaries except, in each case above, where any such investigation or assessment or remedial or response action or liability could not reasonably be expected to have a Material Adverse Effect.

(p) Tax Matters. (i) Neither any Loan Party nor any of its Subsidiaries is party to any tax sharing agreement.

(ii) Each Loan Party and each of its Subsidiaries has filed, has caused to be filed or has been included in all tax returns (Federal, state, local and foreign) required to be filed, other than those tax returns where the failure to file such returns

could not be reasonably expected to have a Material Adverse Effect or to result in a liability of such Loan Party and its Subsidiaries in an amount in excess of $2,000,000 at any time, and has paid all taxes shown thereon to be due, together with applicable interest and penalties (other than taxes contested in good faith by proper proceedings to the extent that adequate reserves are being maintained therefor).

(iii) No issues have been raised by the Internal Revenue Service in respect of federal income tax returns for years for which the expiration of the applicable statute of limitations has not occurred by reason of extension or otherwise that, in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(iv) No issues have been raised by any state, local or foreign taxing authorities, in respect of the returns for years for which the expiration of the applicable statute of limitations has not occurred by reason of extension or otherwise, that, in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(q) [Reserved].

(r) Owned Real Property. Set forth on Schedule 4.01(r) hereto is a complete and accurate list of all real property owned by any Loan Party, showing as of the date hereof the street address, county or other relevant jurisdiction, state and record owner thereof. Each Loan Party has good and marketable fee simple title to such real property, free and clear of all Liens, other than Liens created or permitted by the Loan Documents.

(s) Leased Real Property. Set forth on Schedule 4.01(s) hereto is a complete and accurate list of all leases of real property under which any Loan Party is the lessee, showing as of the date hereof the street address, county or other relevant jurisdiction, state, lessor and lessee thereof. Each such lease is the legal, valid and binding obligation of the parties thereto, enforceable in accordance with its terms.

(t) Material Contracts. Each Material Contract (i) has been duly authorized, executed and delivered by all parties thereto, (ii) has not been amended or otherwise modified from the form previously delivered to the Administrative Agent except to the extent permitted under the terms of the Loan Documents and (iii) is in full force and effect and is binding upon and enforceable against all parties thereto in accordance with its terms, and to the best knowledge of the Loan Parties, there exists no material default under any Material Contract by any party thereto. All Material Contracts and Hedge Agreements, including all amendments thereto, to which any Loan Party is a party and in effect as of the Effective Date are set forth on Schedule 4.01(t).

(u) Accounts. Neither the Borrower nor any of its Subsidiaries has any deposit or securities accounts other than (i) the Accounts; (ii) the Pledged Accounts; (iii) the Counterparty Collateral Accounts (if any); (iv) deposit or securities accounts (if any) (A) with, in the case of each such deposit or securities account, less than $1,000,000 on deposit in, or credited to, any such deposit or securities account and (B) to the extent any such deposit or securities account is (1) permitted under the Security Agreement and (2) not required to be a Pledged

Account under the Security Agreement or the Security Deposit Agreement; and (v) as otherwise permitted under the terms of this Agreement and the other Loan Documents.

(v) Regulatory Status. Each Project Company: (i) meets the requirements for, and has made the necessary filing with, or has been determined by, FERC to be an exempt wholesale generator ("***EWG***") within the meaning of Section 1262(6) of the Public Utility Holding Company Act of 2005 ("***PUHCA***"); (ii) is authorized by FERC pursuant to Section 205 of the FPA to sell electric power, including energy and capacity, at market-based rates; and (iii) is granted blanket authorization by FERC to issue securities and assume obligations and liabilities pursuant to Section 204 of the FPA.

(w) FERC Proceedings. There are no pending FERC proceedings in which the EWG status, market-based rate authority or blanket FPA Section 204 authority of a Project Company is subject to withdrawal, revocation or material modification.

(x) Regulatory Approvals. Except for any FERC approvals required in connection with the Lenders' exercise of remedies under the Loan Documents, no approvals or authorizations from FERC are required to be obtained by any Project Company, the Loan Parties, the First Lien Collateral Agent or the Lenders with respect to the Loan Documents and the transactions contemplated thereby.

(y) Existing Regulatory Orders. The Borrower and each Project Company is in full compliance with the terms and conditions of all orders issued by FERC under Section 203 of the FPA and obtained by the Borrower or any Project Company.

(z) PUHCA. The Borrower is a "*holding company*" within the meaning of Section 1262(8) of PUHCA solely with respect to its ownership of one or more EWGs, and is not subject to or is otherwise exempt from regulation under PUHCA.

(aa) Patriot Act. No Loan Party is in material violation of any Anti-Terrorism Laws. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

(bb) Secured Obligations. As of the Effective Date, and after giving effect to the initial Borrowing hereunder, there are no First Lien Obligations other than (x) Obligations arising under the Loan Documents and (y) Obligations described in clause (b) of the definition thereof.

(cc) Excluded G&A Services. The categories and description of general and administrative expenses contained in the definition of "Excluded G&A Services" (solely on any date that this representation is made following the Effective Date, together with any additional expenses disclosed to the Administrative Agent by the Borrower in writing after the Effective

Date) are a true, correct and complete description of the general and administrative services provided or performed by the G&A Services Providers for the benefit of the Loan Parties.

ARTICLE V

COVENANTS

SECTION 5.01. Affirmative Covenants. Until a Repayment Event has occurred, the Borrower and each Guarantor will:

(a) Compliance with Laws, Etc. Comply, and cause each of its Subsidiaries to comply with all applicable laws, rules, regulations and orders binding on the Borrower or such Subsidiary, such compliance to include, without limitation, compliance with ERISA and the Racketeer Influenced and Corrupt Organizations Chapter of the Organized Crime Control Act of 1970, other than any such non-compliance which could not reasonably be expected to have a Material Adverse Effect.

(b) Payment of Taxes, Etc. Pay and discharge, and cause each of its Subsidiaries to pay and discharge, before the same shall become delinquent, (i) all taxes, assessments and governmental charges or levies imposed upon it or upon its property and (ii) all lawful claims that, if unpaid, might by law become a Lien upon its property (unless, in the case of (i) and (ii), the failure to do so could not reasonably be expected to have a Material Adverse Effect, or to result in a liability of such Loan Party and its Subsidiaries in an amount in excess of $2,000,000 at any time); *provided*, *however*, that neither the Borrower nor any of its Subsidiaries shall be required to pay or discharge any such tax, assessment, charge or claim that is being contested in good faith and by proper proceedings to the extent that adequate reserves are being maintained.

(c) Compliance with Environmental Laws. Comply, and cause each of its Subsidiaries and, if applicable, take commercially reasonable efforts to cause, all lessees and other Persons operating or occupying its properties to comply, in all material respects, with all applicable Environmental Laws and Environmental Permits; obtain and renew, and cause each of its Subsidiaries to obtain and renew, all material Environmental Permits necessary for its operations and properties; and conduct, and cause each of its Subsidiaries to conduct, any investigation, study, sampling and testing, cleanup, removal, remedial or other action in response to any release, discharge or disposal of any Hazardous Materials from or at any of its properties, to the extent required by, and in material compliance with, all Environmental Laws; *provided*, *however*, that neither the Borrower nor any of its Subsidiaries shall be required to undertake any such cleanup, removal, remedial or other action to the extent that its obligation to do so is being contested in good faith and by proper proceedings provided appropriate reserves are being maintained with respect to such circumstances.

(d) Maintenance of Insurance. Maintain, and cause each of its Subsidiaries to maintain, insurance in accordance with Schedule 5.01(d).

(e) Preservation of Existence, Etc. Preserve and maintain, and cause each of its Subsidiaries to preserve and maintain, its existence as a limited liability company or limited partnership, as applicable, its good standing in the State of Delaware and, to the extent required under applicable law, its qualification to do business and good standing in each other state or jurisdiction in which it operates a material part of its business; *provided*, *however*, that the Borrower and its Subsidiaries may consummate any merger or consolidation permitted under Section 5.02(d).

(f) Visitation Rights. Upon reasonable notice, at any reasonable time and from time to time, permit any of the Agents or any of the Lenders, or any agents or representatives thereof, to examine and make copies of and abstracts from the records and books of account of, and visit the properties of, the Borrower and any of its Subsidiaries, and to discuss the affairs, finances and accounts of the Borrower and any of its Subsidiaries with any of their officers or directors and with their independent certified public accountants; *provided* that so long as no Default shall have occurred and be continuing, unless the Borrower shall have consented thereto, neither the Agents nor the Lenders shall be entitled to more than one visit at the cost of Borrower to any single Project in any Fiscal Year.

(g) Keeping of Books. Keep, and cause each of its Subsidiaries to keep, proper books of record and account in accordance with GAAP.

(h) Maintenance of Properties, Etc. Maintain, preserve and protect, and cause each of its Subsidiaries to maintain, preserve and protect, all of its properties and equipment necessary in the conduct of the business of the Projects in good working order and condition, ordinary wear and tear excepted, and in accordance with Prudent Industry Practices.

(i) Transactions with Affiliates. Conduct, and cause each of its Subsidiaries to conduct, all transactions otherwise permitted under the Loan Documents with any of their Affiliates on terms that are, when taken as a whole, fair and reasonable and no less favorable to the Borrower or such Subsidiary than it would obtain in a comparable arm's length transaction with a Person not an Affiliate; *provided*, that each of (i) the transactions under and related to the Talen Second Lien Facility and the LC Support Agreement, including all transactions related to the Talen Letter of Credit and payments in respect thereof as permitted under Section 5.02(g)(C) and (ii) the Harquahala Reorganization shall be deemed to be in compliance with the foregoing.

(j) Covenant to Give Security. Upon the acquisition of (x) fee title to any property which is leased pursuant to the IDA Lease or (y) any other property by any Loan Party with a fair market value in excess of $5,000,000 or which is otherwise necessary or desirable for the continued operation of any Project, and such property, in the judgment of the Administrative Agent, shall not already be subject to a perfected first priority (subject to Liens expressly permitted by Section 5.02(a) (other than the Liens created by the Second Lien Collateral Documents in accordance with Section 5.02(a)(ii))) security interest in favor of the First Lien Collateral Agent for the benefit of the First Lien Secured Parties, then in each case at the Borrower's expense:

(i) within 10 days after such acquisition, furnish to the Administrative Agent and the First Lien Collateral Agent a description of the real and personal properties so acquired, in each case in detail satisfactory to the Administrative Agent; and

(ii) promptly, but in any event within 90 days after such acquisition, take all such actions and execute and deliver, or cause to be executed and delivered, all such mortgages, estoppel and consent agreements of lessors, documents, instruments, agreements, opinions and certificates with respect to such Property as the Administrative Agent shall reasonably request to create (and provide evidence thereof) a valid and perfected first priority (subject to Liens expressly permitted by Section 5.02(a) (other than the Liens created by the Second Lien Collateral Documents in accordance with Section 5.02(a)(ii))) Lien on such Property in favor of the First Lien Collateral Agent (for the benefit of the First Lien Secured Parties).

(k) Further Assurances. Promptly upon request by any Agent, or any Lender through the Administrative Agent, do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, conveyances, pledge agreements, mortgages, estoppel and consent agreements of lessors, deeds of trust, trust deeds, assignments, financing statements and continuations thereof, termination statements, notices of assignment, transfers, certificates, assurances and other instruments as any Agent, or any Lender through the Administrative Agent, may reasonably require from time to time in order to (i) carry out more effectively the purposes of the Loan Documents, (ii) to the fullest extent permitted by applicable law, subject any Loan Party's or any of its Subsidiaries' properties, assets, rights or interests to the Liens now or hereafter intended to be covered by any of the First Lien Collateral Documents and (iii) perfect and maintain the validity, effectiveness and priority of any of the First Lien Collateral Documents and any of the Liens intended to be created thereunder.

(l) Accounts. (i) Establish and maintain, and cause each other Loan Party to maintain at all times in accordance with the Security Deposit Agreement, the Accounts, (ii) cause all Revenues (as defined in the Security Deposit Agreement) and other amounts payable to it to be deposited into, or credited to, the Accounts, in accordance with the terms of the Security Deposit Agreement and (iii) cause all funds deposited in the Accounts to be applied and disbursed in accordance with the terms of the Security Deposit Agreement.

(m) Commodity Hedge Counterparty Security. Any Loan Party that enters into a Commodity Hedge and Power Sale Agreement that benefits from a Lien permitted pursuant to Section 5.02(a) shall:

(i) require that the terms and conditions of such Commodity Hedge and Power Sale Agreement provide that if the Commodity Hedge Counterparty thereto ceases at any time to have a Required Rating (including with respect to any Person guaranteeing the obligations of such Commodity Hedge Counterparty), such Commodity Hedge Counterparty will provide collateral in amount and form, and pursuant to documents, customarily provided in comparable transactions to secure its obligations under the applicable Commodity Hedge and Power Sale Agreement; and

(ii) exercise its rights to enforce such obligations of the Commodity Hedge Counterparty at all times, except to the extent that the Commodity Hedge and Power Sale Agreement in question has a Maximum Potential Exposure of $5,000,000 or less; *provided* that no breach shall arise hereunder if any such exercise is unsuccessful so long as the applicable Loan Party has exercised its rights to enforce.

(n) [Reserved].

(o) Performance of Material Contracts. (i) Perform and observe all the terms and provisions of each Material Contract to be performed or observed by it, maintain each such Material Contract in full force and effect, and enforce each such Material Contract in accordance with its terms unless, in each case, (A) the failure to do so would not reasonably be expected to have a Material Adverse Effect, (B) such Material Contract has expired in accordance with its terms in the ordinary course (and not related to any default thereunder) or (C) in the case of the IDA Lease, the Borrower obtains fee title to the Athens Project as set forth in Section 6.01(o) and (ii) without limiting the generality of the foregoing, replace, or cause to be replaced (or put into place alternative arrangements (including contracts) satisfactory to the Required Lenders with respect to), any Material Contract that has expired in accordance with its terms in the ordinary course (and related to any default thereunder) to the extent such replacement (or such alternative arrangement satisfactory to the Required Lenders) is necessary or advisable in accordance with Prudent Industry Practices.

(p) Separateness. Comply with the following:

(i) Each of the Borrower and its Subsidiaries will act solely in its name and through its duly authorized officers, managers, representatives or agents in the conduct of its businesses;

(ii) Each of the Borrower and its Subsidiaries will conduct in all material respects its business solely in its own name, in a manner not misleading to other Persons as to its identity (including, without limiting the generality of the foregoing, all oral and written communications (if any), including invoices, purchase orders, and contracts); *provided*, however, that nothing in clause (p)(i) or this clause (p)(ii) shall prohibit the Loan Parties from continuing to refer to themselves as "MACH Gen" in oral and written communications;

(iii) Each of the Borrower and its Subsidiaries will obtain proper authorization from member(s), shareholder(s), director(s) and manager(s), as required by its limited liability company agreement or bylaws for all of its limited liability company or corporate actions; and

(iv) Each of the Borrower and its Subsidiaries will comply with the terms of its certificate of incorporation or formation and by-laws or limited liability company agreement (or similar constituent documents).

(q) Maintenance of Regulatory Status. The Project Companies shall maintain EWG status, market-based rate authority under FPA Section 205 and FPA Section 204 blanket pre-approval and comply with previously issued FPA Section 203 orders applicable to the Borrower or Project Company.

(r) Athens/Millennium Sale.

(i) Not later than October 30, 2020 (but no earlier than September 30, 2020), the Borrower shall commence a customary sales and marketing process (including engaging a nationally recognized financial advisor (which financial advisor shall not be an Affiliate of the Borrower and which financial advisor shall be engaged on customary, arms' length terms to provide a customary scope of services to the Borrower in connection with such sales and marketing process) and legal counsel, at the sole expense of the Borrower) (the date of such commencement, the "***Athens/Millennium Sale Commencement Date***"; provided, for the avoidance of doubt, that the Athens/Millennium Sale Commencement Date shall be deemed to have occurred when the Borrower (directly or through its representatives) first distributes any written documentation (including "teasers", non-disclosure agreements, confidentiality agreements, offering memorandum or similar documents to potential third party purchasers (and not upon the Borrower engaging such financial advisor or legal or counsel or taking any other preparatory actions)) for a customary period of time in respect of the Athens/Millennium Sale, and use commercially reasonable efforts to obtain offers to consummate the Athens/Millennium Sale (A) on terms that would result in the Net Cash Proceeds received by the Borrower and the other Loan Parties in respect of such sale to equal or exceed the aggregate amount of all Obligations owing hereunder as of the date of such sale and (B) on terms that (I) require the buyer (as a condition to the closing of the Athens/Millennium Sale) to permanently cancel and return undrawn (or with amounts drawn having been reimbursed) all Project LCs (and, upon such permanent cancellation and return, the Lenders shall cancel and return undrawn (or with amounts drawn having been reimbursed) the Talen Letter of Credit to Talen) and (II) otherwise are usual and customary for transactions substantially similar to the Athens/Millennium Sale (including usual and customary terms that will permit all regulatory approvals necessary for the Athens/Millennium Sale to be obtained within a reasonable timeframe) (a committed offer satisfying the criteria in clauses (A) and (B), a "***Full Payoff Offer***" and a committed offer satisfying the criteria in clause (B) but contemplating terms that would result in the Net Cash Proceeds received by the Borrower and the other Loan Parties in an amount less than the aggregate amount of all Obligations owing hereunder as of the date of the Athens/Millennium Sale, a "***Partial Payoff Offer***" and, together with Full Payoff Offers, collectively, the "***Payoff Offers***").

(ii) The Borrower shall provide a copy of each Payoff Offer to the Administrative Agent within one (1) Business Day after such Payoff Offer is received by the Borrower.

(iii) In the event that (x) the Borrower receives a Full Payoff Offer (which shall be provided to the Administrative Agent in accordance with the preceding sentence) and (y) the Administrative Agent, acting at the direction of all Lenders, confirms on behalf of all Lenders in writing that such Full Payoff Offer's specified amount of Net Cash Proceeds would result in full satisfaction of all Obligations owing hereunder (except for indemnities and other obligations which by the express terms of the relevant Loan Documents survive the repayment of the Loans and the termination of the Commitments), the Borrower shall (A) (i) within five (5) Business Days after receiving the Administrative Agent's confirmation under clause (y) accept such Full Payoff Offer, (ii) thereafter commence negotiations to enter into a definitive agreement (which shall be consistent with such Full Payoff Offer and be reasonably satisfactory to the Administrative Agent and the Borrower) and (iii) thereafter consummate the Athens/Millennium Sale as promptly as reasonably practicable in accordance with such definitive agreement or (B) within ten (10) Business Days after receiving the Administrative Agent's confirmation under clause (y), prepay the Obligations in the amount of the Net Cash Proceeds specified by the Administrative Agent in its written confirmation.

(iv) In the event that (x) the Borrower receives a Partial Payoff Offer (which shall be provided to the Administrative Agent in accordance with the preceding sentence) and (y) the Administrative Agent, acting at the direction of all Lenders, confirms on behalf of all Lenders in writing that it is willing to accept such Partial Payoff Offer's specified amount of Net Cash Proceeds in full satisfaction of all Obligations owing hereunder (except for indemnities and other obligations which by the express terms of the relevant Loan Documents survive the repayment of the Loans and the termination of the Commitments), the Borrower shall (A) (i) within five (5) Business Days after receiving the Administrative Agent's confirmation under clause (y) accept such Partial Payoff Offer, (ii) thereafter commence negotiations to enter into a definitive agreement (which shall be consistent with such Partial Payoff Offer and reasonably satisfactory to the Administrative Agent and the Borrower) and (iii) thereafter consummate the Athens/Millennium Sale as promptly as reasonably practicable in accordance with such definitive agreement or (B) within ten (10) Business Days after receiving the Administrative Agent's confirmation under clause (y), prepay the Obligations in the amount of the Net Cash Proceeds specified by the Administrative Agent in its written confirmation, which shall be deemed to be in full satisfaction of all Obligations owing hereunder (except for indemnities and other obligations which by the express terms of the relevant Loan Documents survive the repayment of the Loans and the termination of the Commitments).

(v) In no event will the Borrower or the applicable Loan Party party to any definitive agreement for the consummation of the Athens/Millennium Sale materially amend, amend and restate, supplement, waive or otherwise modify such definitive agreement (or any provision thereof) without the prior written consent of the Administrative Agent.

(vi) Any prepayment or refinancing of the Loans pursuant to an Athens/Millennium Sale (solely to the extent the Athens/Millennium Sale process initiated pursuant to this Section 5.01(r) was initiated on or after September 30, 2020) shall be made without premium or penalty (including the Yield Maintenance Fee).

(vii) Notwithstanding the foregoing, the Borrower shall have no obligations under this Section 5.01(r) if the Cash Flow Available for Debt Service for the twelve (12) calendar months ending September 30, 2020 exceeds $55,000,000.

(s) Excluded G&A Services. Ensure that none of the Excluded G&A Services will be paid for (including by reimbursement to any of the G&A Services Providers) by any of the Loan Parties.

(t) Athens Water Supply Permits. (i) Perform and observe all the terms and provisions of each Athens Water Supply Permit to be performed or observed by it, maintain each Athens Water Supply Permit in full force and effect, and enforce each Athens Water Supply Permit in accordance with its terms unless, in each case, (A) the failure to do so would not reasonably be expected to have a Material Adverse Effect or (B) such Athens Water Supply Permit has expired in accordance with its terms in the ordinary course (and not related to any default thereunder) and (ii) without limiting the generality of the foregoing, replace, or cause to be replaced (or put into place alternative arrangements (including contracts) satisfactory to the Required Lenders with respect to) any Athens Water Supply Permit in the event that it has expired in accordance with its terms in the ordinary course (and related to any default thereunder) to the extent such replacement (or such alternative arrangement satisfactory to the Required Lenders) is necessary or advisable in accordance with Prudent Industry Practices.

SECTION 5.02. Negative Covenants. Until a Repayment Event has occurred, neither the Borrower nor any Guarantor will, at any time:

(a) Liens, Etc. Create, incur, assume or suffer to exist, or permit any of its Subsidiaries to create, incur, assume or suffer to exist, any Lien on or with respect to any of its properties of any character (including, without limitation, accounts) whether now owned or hereafter acquired, or sign or file or suffer to exist, or permit any of its Subsidiaries to sign or file or suffer to exist, under the UCC of any jurisdiction, a financing statement that names the Borrower or any of its Subsidiaries as debtor, or sign or suffer to exist, or permit any of its Subsidiaries to sign or suffer to exist, any security agreement authorizing any secured party thereunder to file such financing statement, or assign, or permit any of its Subsidiaries to assign, any accounts or other right to receive income, except:

(i) Liens created under the First Lien Collateral Documents; *provided* that (A) such Liens only secure (1) Debt permitted under Section 5.02(b)(i) and/or (2) Debt arising under Commodity Hedge and Power Sale Agreements (I) that are entered into with Commodity Hedge Counterparties, (II) that, in the aggregate when taken together with the amount of any other Commodity Hedge and Power Sale Agreements then secured by the Collateral, are not secured by pari passu liens with the Facilities in excess of $80,000,000 *minus* (x) upon and following an Asset Sale with respect to

Millennium or the Millennium Project, $10,000,000, and *minus* (y) to the extent such amounts are greater than $20,000,000, the aggregate amount of all swap termination payments paid by the Loan Parties with respect to termination of Commodity Hedge and Power Sale Agreements during the terms of the Facilities that exceed $20,000,000, and (III) at the time that any such Commodity Hedge and Power Sale Agreement is entered into, or any Lien in respect of the Collateral is granted in respect thereof, the aggregate amount of claims due and unpaid beyond any applicable cure period under any other Commodity Hedge and Power Sale Agreements secured by the Collateral does not exceed $25,000,000, (B) such Liens are subject to the terms of the Intercreditor Agreement and (C) any lender or issuing bank (or any agent or trustee thereof) with respect to such Debt and any Commodity Hedge Counterparty party to any such Commodity Hedge and Power Sale Agreement shall have become a party to the Intercreditor Agreement as, and shall have the obligations of, a First Lien Secured Party thereunder;

(ii) Liens created under the Second Lien Collateral Documents; *provided* that (A) such Liens only secure (i) obligations under Commodity Hedge and Power Sale Agreements which provide by their terms that they are to be secured by a second priority Lien on the Collateral and (ii) Debt incurred under the Talen Second Lien Facility or the LC Support Agreement (including the Talen Letter of Credit), (B) such Liens are subject to the terms of the Intercreditor Agreement and (C) any Commodity Hedge Counterparty party to any such Commodity Hedge and Power Sale Agreement, any lender under the Talen Second Lien Facility or the LC Provider (or any agent or trustee of any of the foregoing, including, with respect to the Talen Second Lien Facility, the Second Lien Administrative Agent) with respect to such obligations or Debt shall have become a party to the Intercreditor Agreement as, and shall have the obligations of, a Second Lien Secured Party thereunder;

(iii) Permitted Liens;

(iv) purchase money Liens upon or in real property or equipment acquired or held by the Borrower or any of its Subsidiaries in the ordinary course of business to secure the purchase price of such property or equipment or to secure Debt incurred solely for the purpose of financing the acquisition of any such property or equipment to be subject to such Liens, or Liens existing on any such property or equipment at the time of acquisition (other than any such Liens created in contemplation of such acquisition that do not secure the purchase price), or extensions, renewals or replacements of any of the foregoing for the same or a lesser amount; *provided*, *however*, that no such Lien shall extend to or cover any property other than the property or equipment being acquired, and no such extension, renewal or replacement shall extend to or cover any property not theretofore subject to the Lien being extended, renewed or replaced; and *provided further* that the aggregate principal amount of the Debt secured by Liens permitted by this clause (iv) shall not exceed the amount permitted under Section 5.02(b)(iv) at any time outstanding;

(v) Liens arising by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights;

(vi) Liens arising from precautionary UCC financing statements regarding, and any interest or title of a licensor, lessor or sublessor under, any operating lease;

(vii) pledges or deposits of Cash or Cash Equivalents securing deductibles, self-insurance, co-payment, co-insurance, retentions or similar obligations to providers of property, casualty or liability insurance in the ordinary course of business; and

(viii) Liens arising under Capitalized Leases permitted under Section 5.02(b)(vii); *provided* that no such Lien shall extend to or cover any Collateral or assets other than the property subject to such Capitalized Leases.

(b) Debt. Create, incur, assume or suffer to exist, or permit any of its Subsidiaries to create, incur, assume or suffer to exist, any Debt, except:

(i) Debt under the Loan Documents;

(ii) Debt under the Talen Second Lien Facility or the LC Support Agreement;

(iii) to the extent constituting Debt, payments (or obligations in respect thereof) permitted to be made under Section 5.02(g)(C);

(iv) Debt secured by Liens permitted by Section 5.02(a)(iv) not to exceed in the aggregate, when taken together with any outstanding Debt permitted to be incurred pursuant to Section 5.02(b)(vii), $25,000,000 at any time outstanding;

(v) to the extent constituting Debt, payment or guaranty obligations under any Commodity Hedge and Power Sale Agreements to the extent permitted under Section 5.02(l);

(vi) Debt owed to any Loan Party, which Debt shall (x) constitute Pledged Debt, (y) be on terms reasonably acceptable to the Administrative Agent and (z) be otherwise permitted under Section 5.02(f);

(vii) (x) Capitalized Leases not to exceed in the aggregate, when taken together with any outstanding Debt permitted to be incurred pursuant to Section 5.02(b)(iv), $25,000,000 at any time outstanding, and (y) in the case of Capitalized Leases to which any Subsidiary of the Borrower is a party, Debt of the Borrower of the type described in clause (e) of the definition of "***Debt***" guaranteeing the Obligations of such Subsidiary under such Capitalized Leases;

(viii) to the extent constituting Debt, (A) Debt in respect of performance bonds, bid bonds, appeal bonds, surety bonds, completion guarantees, indemnification obligations, obligations to pay insurance premiums, take or pay obligations and similar obligations incurred in the ordinary course of business and not in connection with Debt for Borrowed Money and (B) letters of credit, bonds or similar instruments collateralized in full by amounts permitted under, and to the extent secured by a Lien described in, clause (d)(i) of the definition of Permitted Liens;

(ix) other unsecured Debt of the other Loan Parties in an aggregate amount not to exceed $5,000,000 at any one time outstanding; provided that not more than $5,000,000 in the aggregate of such unsecured Debt under this Section 5.02(b)(ix) in the aggregate may be repaid by the Loan Parties following the Effective Date;

(x) other unsecured Debt of the Loan Parties issued in settlement of delinquent obligations of the Loan Parties or disputes between the Loan Parties and other Persons under Contractual Obligations of the Loan Parties (other than in respect of Debt); and

(xi) Guaranteed Debt of any Loan Party in respect of any Debt otherwise permitted to be incurred under this Section 5.02(b).

(c) Change in Nature of Business. Make, or permit any of its Subsidiaries to make, any material change in the nature of its business as carried on at the date hereof.

(d) Mergers, Etc. Merge into or consolidate with any Person or permit any Person to merge into it, or permit any of its Subsidiaries to do so; *provided* that any Subsidiary of the Borrower may merge into or consolidate with any other Subsidiary of the Borrower; *provided* that, in the case of any such merger or consolidation, the Person formed by such merger or consolidation shall be a wholly owned Subsidiary of the Borrower; *provided* that the Person formed by such merger or consolidation obtain prior approval under Section 204 of the Federal Power Act to the extent required; and *provided further* that, in the case of any such merger or consolidation to which a Guarantor is a party, the Person formed by such merger or consolidation shall be a Guarantor.

(e) Sales, Etc. of Assets. Without the prior written consent of the Required Lenders, which consent may be granted or withheld in each Required Lender's sole and absolute discretion, sell, lease, transfer or otherwise dispose of, or permit any of its Subsidiaries to sell, lease, transfer or otherwise dispose of, any assets, or grant any option or other right to purchase, lease or otherwise acquire, or permit any of its Subsidiaries to grant any option or other right to purchase, lease or otherwise acquire, any assets, except:

(i) sales of (or the granting of any option or other right to purchase, lease or otherwise acquire) power, natural gas, fuel, capacity or ancillary services or other inventory in the ordinary course of such Person's business;

(ii) sales, transfers or other dispositions in the ordinary course of its business of Property that is surplus, obsolete, defective, worn-out, damaged, or that individually or in the aggregate is not reasonably necessary for the continued operation of any Project, which, in the case of any such sale, transfer or disposition exceeding $1,000,000.00 in value, shall be so certified by a Responsible Officer of the Borrower and agreed by the Administrative Agent;

(iii) the liquidation, sale or use of Cash and Cash Equivalents;

(iv) sales, transfers or other dispositions of assets among Loan Parties;

(v) subject to Section 5.01(r), sales of (A) all, but not less than all, of the Equity Interest in or (B) all or substantially all, but not less than substantially all, of the Property of, in each case, any Project Company, including to a special purpose vehicle owned by one or more Persons other than the Loan Parties, so long as (1) the Net Cash Proceeds received by the Borrower and the other Loan Parties in respect of such sale are not less than the Floor Amount in respect of such Project Company, (2) the purchase price for such sale shall be paid solely in Cash, and (3) the Loan Parties shall have terminated or transferred to the buyer or another unaffiliated third party any Commodity Hedge and Power Sale Agreement relating to the Project that is the subject of the sale, only to the extent that such Commodity Hedge and Power Sale Agreement relates solely to the Project that is the subject of the sale; and

(vi) any Athens/Millennium Sale in the manner provided for under Section 5.01(r);

provided, that, other than as permitted under Section 5.02(e)(v)or required under Section 5.01(r), the Borrower may not engage in any Asset Sales unless the proceeds thereof are applied to prepay the First Lien Obligations pursuant to and in the manner set forth in the Security Deposit Agreement and *provided, further*, notwithstanding the foregoing, other than as permitted under Section 5.02(e)(v) or required under Section 5.01(r), that the Borrower may not sell an undivided interest in any Project or Project Company without the prior written consent of the Required Lenders, which consent may be given or withheld by the Required Lenders in their sole and absolute discretion. For the avoidance of doubt, except as the result of any Asset Sale permitted pursuant to this Section 5.02(e), the Borrower shall not fail to hold, directly or indirectly, 100% of the Equity Interests in each of the Project Companies; *provided*, *however*, for the sale of the last Project remaining as Collateral other than pursuant to Section 5.01(r), the Net Cash Proceeds of such sale must be sufficient to permit the Borrower to immediately satisfy all the conditions of a Repayment Event, in which case the applicable threshold stated in the definition of "*Floor Amount*" will not apply in respect of such sale. Notwithstanding anything herein to the contrary, unless expressly waived by the Required Lenders in their sole discretion, the Borrower shall not, and shall not permit, the sale of the Equity Interests in or the Property of any Project Company unless the buyer thereof or its designee cancels and returns undrawn (or with amounts drawn having been reimbursed) all Project LCs issued for the benefit of such Project Company.

(f) Investments in Other Persons. Make or hold, or permit any of its Subsidiaries to make or hold, any Investment in any Person, except:

(i) Investments by and among Loan Parties in other Loan Parties;

(ii) Investments by the Borrower and its Subsidiaries in (A) Cash and Cash Equivalents, (B) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) or obligations the timely payment of the principal and interest on which are fully guaranteed by the United States of America and (C) certificates of deposit fully insured by the Federal Deposit Insurance Corporation in national, state or foreign commercial banks whose outstanding long term debt is rated at least A or the equivalent by S&P or Moody's;

(iii) to the extent constituting Investments, Investments in contracts and agreements (including, without limitation, Commodity Hedge and Power Sale Agreements and interest rate Hedge Agreements), including prepaid deposits and expenses thereunder, to the extent permitted under the Loan Documents;

(iv) Investments received in connection with the bankruptcy or reorganization of suppliers or customers and in settlement of delinquent obligations of, and other disputes with, customers arising in the ordinary course of business;

(v) Investments in the Accounts and Counterparty Collateral Accounts, and Investments permitted pursuant to Section 5.02(f)(ii) on deposit in or credited to the Accounts, or other accounts permitted under the Loan Documents; and

(vi) loans and advances to officers, directors and employees of any Loan Party for reasonable and customary business related travel expenses, moving expenses and similar expenses incurred in the ordinary course of business of such Loan Party in an aggregate principal amount at any time outstanding not exceeding $1,000,000.

(g) Restricted Payments. Declare or pay any dividends, purchase, redeem, retire, defease or otherwise acquire for value any of its Equity Interests now or hereafter outstanding, return any capital to its stockholders, partners or members (or the equivalent Persons thereof) as such, make any distribution of assets, Equity Interests, obligations or securities to its stockholders, partners or members (or the equivalent Persons thereof) as such, or permit any of its Subsidiaries to do any of the foregoing, or permit any of its Subsidiaries to purchase, redeem, retire, defease or otherwise acquire for value any Equity Interests in the Borrower, except that (A) any Subsidiary of the Borrower may (1) declare and pay Cash dividends to the Borrower or to any Loan Party of which it is a Subsidiary and (2) accept capital contributions from its parent to the extent permitted under Section 5.02(f)(i), (B) so long as no Default or Event of Default has occurred and is continuing, on Cash Flow Payment Dates, the Borrower may declare and pay dividends to the holders of common Equity Interests in the Borrower with distributable cash available and permitted to be used for such purpose under the

Security Deposit Agreement and (C) the Borrower or any other Loan Party may make payments to the LC Provider, to the extent required under Section 2.02 of the LC Support Agreement.

(h) Amendments of Constitutive Documents. Amend, or permit any of its Subsidiaries to amend, its limited liability company agreement, limited partnership agreement or other constitutive documents, other than amendments in respect of the constitutive documents of the Borrower that could not be reasonably expected to have a Material Adverse Effect.

(i) Accounting Changes. Make or permit, or permit any of its Subsidiaries to make or permit, any change in (i) accounting policies or reporting practices, except, with prior written notice to the Administrative Agent, as permitted by GAAP, or (ii) Fiscal Year.

(j) Prepayments, Etc., of Debt. Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner, or make any payment in violation of any subordination terms of, any Debt that is expressly subordinated to the Obligations hereunder, or that is secured and the Liens securing such Debt rank behind the Liens created by the First Lien Collateral Documents, or permit any of its Subsidiaries to do any of the foregoing, in each case, except to the extent permitted by the Security Deposit Agreement and the Intercreditor Agreement.

(k) Partnerships; Formation of Subsidiaries, Etc. (i) Except with respect to Millennium, become a general partner in any general or limited partnership or joint venture, or permit any of its Subsidiaries to do so or (ii) organize, or permit any Subsidiary to organize, any new Subsidiary.

(l) Speculative Transactions. Engage, or permit any of its Subsidiaries to engage, in any transaction involving commodity options or futures contracts or any similar transactions, other than Permitted Trading Activity (it being understood and agreed that all activities of the Loan Parties under the Energy Management Agreements are subject to this covenant).

(m) Capital Expenditures. Make, or permit any of its Subsidiaries to make:

(i) any Capital Expenditures for Maintenance that would cause the aggregate of all such Capital Expenditures for Maintenance made by the Borrower and its Subsidiaries to exceed $25,000,000 *plus* all amounts payable under the LTSAs in the subject Fiscal Year (the "***Base Capex Amount***") per Fiscal Year; *provided*, *however* that if, for any Fiscal Year, the Base Capex Amount exceeds the aggregate amount of Capital Expenditures for Maintenance made by the Borrower and its Subsidiaries for such Fiscal Year, the Borrower and its Subsidiaries shall be entitled to make Capital Expenditures for Maintenance in any succeeding Fiscal Year (including any non-consecutive succeeding Fiscal Year) equal to the aggregate amount of such excesses from all such prior Fiscal Years, including non-consecutive prior Fiscal Years (such aggregate amount being referred to herein as the "***Capex Carryover Amount***") equal to such excess. Capital Expenditures for Maintenance shall be deemed to be made, first, from Capex Carryover Amounts and second, the Base Capex Amount in any Fiscal Year; or

(ii) any Capital Expenditures for Investment using funds from the Operating Account in excess of $1,000,000 per Fiscal Year without the prior written consent of the Administrative Agent, which consent may be granted or withheld in the Administrative Agent's sole and absolute discretion. For the avoidance of doubt, (x) for purposes of the Security Deposit Agreement, Capital Expenditures for Investment in excess of the threshold set forth above shall not be "Approved Capital Expenditures" (as defined in the Security Deposit Agreement) or "O&M Costs" unless the Administrative Agent's prior written consent (which may be granted or withheld in the Administrative Agent's sole and absolute discretion) shall have been obtained therefor and (y) the Borrower may make Capital Expenditures for Investment without restriction under this Section 5.02(m) so long as such Capital Expenditures for Investment are not made using funds from the Operating Account or any funds generated from the operation of the Projects.

(n) Amendment, Etc., of Material Contracts. Cancel or terminate any Material Contract or consent to or accept any cancellation or termination thereof, amend or otherwise modify any Material Contract, waive any default under or breach of any Material Contract, agree in any manner to any other amendment, modification, waiver or change of any term or condition of any Material Contract, or permit any of its Subsidiaries to do any of the foregoing, unless (w) such cancellation, termination, amendment, modification, waiver or change could not reasonably be expected to have a Material Adverse Effect, (x) such Material Contract has been replaced as set forth in Section 6.01(o), (y) such Material Contract has expired in accordance with its terms in the ordinary course (and not related to any default thereunder) or (z) in the case of the IDA Lease, the Borrower obtains fee title to the Athens Project as set forth in Section 6.01(o).

(o) Regulatory Matters. Make or permit to be made any change in the upstream ownership of a Guarantor without first obtaining any necessary authorization under Section 203 of the FPA.

(p) Investments by Depositary. Direct or permit the Depositary to invest any funds on deposit in or credited to the Accounts under the Security Deposit Agreement to be invested in any Investments other than Investments permitted pursuant to Section 5.02(f)(ii).

(q) Excluded G&A Services. Permit any Loan Party to directly or indirectly incur any expense or other payment obligation related to, or otherwise directly or indirectly pay for (or otherwise assume any obligation to reimburse any of the G&A Services Providers) any Excluded G&A Services or any services that would constitute Excluded G&A Services if such services where performed by any of the G&A Services Providers; provided, that the incurrence of any expense or other payment obligation related to, or payment for (or assumption of any obligation to reimburse any of the G&A Services Providers) any Excluded G&A Services by any G&A Services Provider shall not constitute the "indirect" taking of such action by any Loan Party.

(r) Tax Sharing Agreements.

(i) Make, or permit any of its Subsidiaries to make, any payment, reimbursement or distribution to any Affiliate in respect of any tax sharing agreement entered into prior to the date hereof, including that certain Amended and Restated Tax Allocation Agreement, effective as of December 31, 2015, by and among Talen Energy Corporation and all the Affiliates of Talen Energy Corporation (the "***Tax Sharing Agreement***").

(ii) Enter into any tax sharing agreement with any Affiliate.

SECTION 5.03. Reporting Requirements. Until a Repayment Event has occurred, the Borrower will furnish to the Agents:

(a) Default Notice. As soon as possible and in any event within five days after the Borrower obtains knowledge thereof:

(i) the occurrence of each Default or any event, development or occurrence reasonably likely to have a Material Adverse Effect or to materially impair or interfere with the operations of any Project Company, a written statement of a Responsible Officer of the Borrower setting forth details of such Default, event, development or occurrence and the action that the Borrower has taken and proposes to take with respect thereto; and

(ii) any breach or default, any allegation of breach or default, or any event, development or occurrence under the IDA Lease, the PILOT Documents, the Millennium Lease or, only to the extent such breach or default, or allegation thereof is reasonably likely to have a Material Adverse Effect (or to materially impair or interfere with the operations of any Project Company), any other Material Contract, a written statement of an officer of the Borrower setting forth details of such breach, default, allegation, event, development or occurrence and the action that the Borrower has taken and proposes to take with respect thereto.

(b) Annual Financials. As soon as available and in any event within 135 days after the end of each Fiscal Year, a copy of the annual audit report for such year for the Borrower and its Subsidiaries, including therein a Consolidated balance sheet of the Borrower and its Subsidiaries as of the end of such Fiscal Year and a Consolidated statement of income and a Consolidated statement of cash flows of the Borrower and its Subsidiaries for such Fiscal Year, in each case accompanied by (i) an opinion as to such audit report of independent public accountants of recognized standing who are acceptable to the Administrative Agent and (ii) a certificate of a Responsible Officer of the Borrower (A) certifying such financial statements as having been prepared in accordance with GAAP and (B) stating that no Default has occurred and is continuing or, if a Default has occurred and is continuing, a statement as to the nature thereof and the action that the Borrower has taken and proposes to take with respect thereto.

(c) Quarterly Financials. As soon as available and in any event within (i) 60 days after the end of each of the first three quarters of each Fiscal Year and (ii) 75 days after the end of the fourth quarter of each Fiscal Year, a Consolidated balance sheet of each of the

Borrower and its Subsidiaries as of the end of such quarter and a Consolidated statement of income of the Borrower for the period commencing at the end of the previous Fiscal Quarter and ending with the end of such Fiscal Quarter and a Consolidated statement of income of the Borrower for the period commencing at the end of the previous Fiscal Year and ending with the end of such quarter, setting forth in each case in comparative form the corresponding figures for the corresponding date or period of the preceding Fiscal Year, all in reasonable detail and duly certified (subject to normal year-end audit adjustments) by a Responsible Officer of the Borrower as having been prepared in accordance with GAAP, together with a certificate of said officer stating that no Default has occurred and is continuing or, if a Default has occurred and is continuing, a statement as to the nature thereof and the action that the Borrower has taken and proposes to take with respect thereto.

(d) Annual Budget. As soon as available and in any event no later than 15 days before the start of each Fiscal Year, an annual budget, prepared on a quarterly basis for such Fiscal Year in substantially the same form as the Initial Operating Budget or in form otherwise acceptable to the Administrative Agent (with respect to each such Fiscal Year, the "***Budget***"), which Budget shall be certified by a Responsible Officer of the Borrower as having been prepared in good faith based upon assumptions believed by the Borrower to be reasonable at the time made.

(e) Litigation. Promptly after the commencement thereof, notice of all actions, suits, litigation and proceedings before any Governmental Authority of the type described in Section 4.01(g).

(f) Agreement Notices; Etc.

(i) Promptly upon execution thereof, copies of any Material Contract entered into by any Loan Party after the date hereof;

(ii) promptly (but in any event within 10 days) following any Loan Party's entering into of any Material Contract after the date hereof (other than a Material Contract in replacement of a Material Contract for which no First Lien Consent was required as of the Effective Date), a First Lien Consent and Agreement substantially in the form of Exhibit F-1 or Exhibit F-2, as applicable, in respect of such Material Contract; provided, that the Borrower shall be in compliance with this Section 5.03(f)(ii) if it uses commercially reasonable efforts to promptly obtain and furnish each such First Lien Consent and Agreement at the time such Loan Party's enters into any such Material Contract; and

(iii) promptly upon execution thereof, copies of any amendment, modification or waiver of any provision of the Talen Second Lien Facility Credit Agreement, the LC Support Agreement, any Second Lien Collateral Document or any Material Contract.

(g) ERISA.

(i) ERISA Events and ERISA Reports. (A) Promptly and in any event within 10 Business Days after any Loan Party or any ERISA Affiliate knows or has reason to know that any ERISA Event has occurred that could reasonably be expected to result in liability in excess of $5,000,000, a statement of a Responsible Officer of the Borrower describing such ERISA Event and the action, if any, that such Loan Party or such ERISA Affiliate has taken and proposes to take with respect thereto and (B) on the date any records, documents or other information must be furnished to the PBGC with respect to any Plan pursuant to Section 4010 of ERISA, a copy of such records, documents and information within 10 Business Days.

(ii) Plan Terminations. Promptly and in any event within ten Business Days after receipt thereof by any Loan Party or any ERISA Affiliate, copies of each notice from the PBGC stating its intention to terminate any Plan or to have a trustee appointed to administer any Plan.

(iii) Multiemployer Plan Notices. Promptly and in any event within ten Business Days after receipt thereof by any Loan Party or any ERISA Affiliate from the sponsor of a Multiemployer Plan, copies of each notice concerning (A) the imposition of Withdrawal Liability that could reasonably be expected to result in liability in excess of $5,000,000 by any such Multiemployer Plan, (B) the reorganization or termination, within the meaning of Title IV of ERISA, of any such Multiemployer Plan that could reasonably be expected to result in liability in excess of $5,000,000 or (C) the amount of liability incurred, or that may be incurred, by such Loan Party or any ERISA Affiliate in connection with any event described in clause (A) or (B).

(h) Environmental Conditions. Promptly after the assertion or occurrence thereof, notice of any Environmental Action against or of any noncompliance known to the Borrower by any Loan Party or any of its Subsidiaries with any Environmental Law or Environmental Permit that could (i) reasonably be expected to have a Material Adverse Effect (or to materially impair or interfere with the operations of any Project Company) or (ii) cause any property described in the First Lien Mortgages to be subject to any restrictions on ownership or transferability, or subject to any material Lien, under any Environmental Law.

(i) Real Property. To the extent there have been any changes during the preceding Fiscal Year, as soon as available and in any event within 30 days after the end of each Fiscal Year, a report supplementing Schedules 4.01(r) and 4.01(s) hereto, including an identification of all owned and leased real property disposed of by the Borrower or any of its Subsidiaries during such Fiscal Year, a list and description (including the street address, county or other relevant jurisdiction, state, record owner, and, in the case of leases of property, lessor and lessee thereof) of all real property acquired or leased during such Fiscal Year and a description of such other changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete.

(j) Insurance.

(i) Promptly after the Borrower gains knowledge of the occurrence thereof, a report summarizing any changes in the insurance coverage of the Borrower and its Subsidiaries resulting from a change in the insurance markets of the type described in Section 2 of Schedule 5.01(d).

(ii) Promptly after the occurrence thereof, notice of any Casualty Event or Event of Eminent Domain affecting any Loan Party, whether or not insured, through fire, theft, other hazard or casualty involving a probable loss of $4,000,000 or more.

(iii) Promptly after receipt thereof, copies of any cancellation or receipt of written notice of threatened cancellation of any property damage insurance required to be maintained under Section 5.01(d).

(k) Other Information. Such other information respecting the business, condition (financial or otherwise), operations, performance, properties or prospects of any Loan Party or any of its Subsidiaries as any Agent, or any Lender through the Administrative Agent, may from time to time reasonably request.

ARTICLE VI

EVENTS OF DEFAULT

SECTION 6.01. Events of Default. If any of the following events ("***Events of Default***") shall occur and be continuing:

(a) Payment Defaults. (i) the Borrower shall fail to pay any principal of any Loan when the same shall become due and payable or shall fail to pay any Q3 Interest True-Up Payment (other than a Q3 Interest True-Up Catch Up Payment) when the same shall become due and payable, (ii) the Borrower shall fail to pay any interest on any Loan (other than any Q3 Interest True-Up Payment that is payable under clause (i)) within three Business Days after the same shall become due and payable, or (iii) any Loan Party shall fail to make any other payment under any Loan Document, in each case under this clause (iii) within ten Business Days after the same shall become due and payable and notice thereof from the Agent shall have been delivered;

(b) Misrepresentation. any representation or warranty made by any Loan Party (or any of its officers) under or in connection with any Loan Document shall prove to have been incorrect in any material respect when made; *provided*, *however*, that if (i) such Loan Party was not aware that such representation or warranty was false or incorrect at the time such representation or warranty was made, (ii) the fact, event or circumstance resulting in such false or incorrect representation or warranty is capable of being cured, corrected or otherwise remedied and (iii) such fact, event or circumstance resulting in such false or incorrect representation or warranty shall have been cured, corrected or otherwise remedied, within 60 days from the date on which the Borrower or any officer thereof first obtains knowledge thereof such that such incorrect or false representation or warranty (as cured, corrected or remedied)

could not reasonably be expected to result in a Material Adverse Effect, then such incorrect or false representation or warranty shall not constitute a Default or Event of Default;

(c) Certain Covenants. the Borrower or any other Loan Party (as applicable) shall fail to perform or observe any term, covenant or agreement contained in Section 2.14, 5.01(d), (e), (i), (l), (p), and (r), 5.02 or Section 5.03(a);

(d) Other Covenants. any Loan Party shall fail to perform or observe any other term, covenant or agreement contained in any Loan Document on its part to be performed or observed if such failure shall remain unremedied for 30 days after the earlier of the date on which (i) any Responsible Officer of a Loan Party becomes aware of such failure or (ii) written notice thereof shall have been given to the Borrower by any Agent or any Lender;

(e) Cross Default. (i) any Loan Party or any of its Subsidiaries shall fail to pay any principal of, premium or interest on or any other amount payable in respect of (A) any Debt of such Loan Party or such Subsidiary (as the case may be) that is outstanding in a principal amount (or, in the case of any Hedge Agreement or Commodity Hedge and Power Sale Agreement, an Agreement Value) of at least $25,000,000 either individually or in the aggregate for all such Loan Parties and Subsidiaries (but excluding Debt outstanding hereunder) or (B) any Energy Management Agreement that has a Liability Amount of at least $25,000,000, in each case, when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt or Energy Management Agreement; or any other event shall occur or condition shall exist under any agreement or instrument relating to any such Debt and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such event or condition is to accelerate, or to permit the acceleration of, the maturity of such Debt or otherwise to cause, or to permit the holder thereof to cause, such Debt to mature; or any such Debt shall be declared to be due and payable or required to be prepaid or redeemed (other than by a regularly scheduled required prepayment or redemption), purchased or defeased, or an offer to prepay, redeem, purchase or defease such Debt shall be required to be made, in each case prior to the stated maturity thereof, (ii) any "Event of Default" under and as defined in the Talen Second Lien Facility Credit Agreement, (iii) any "Event of Default" under and as defined in the LC Support Agreement or (iv) the failure of the Borrower to indemnify any Beal Bank Indemnitee (as defined in the Harquahala Reorganization Annex) for any indemnification obligations owed pursuant to Article 7 of the Harquahala Reorganization Annex; provided, that if the Borrower is disputing its liability with respect to any such indemnification obligations, such failure shall not constitute an Event of Default hereunder until such indemnification obligations are determined to be owed by the Borrower as found in a final, non-appealable judgment by a court of competent jurisdiction;

(f) Insolvency Event. any Loan Party or any of its Subsidiaries shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against any Loan Party or any of its Subsidiaries seeking to adjudicate it a

bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it) that is being diligently contested by it in good faith, either such proceeding shall remain undismissed or unstayed for a period of 60 days or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for, it or any substantial part of its property) shall occur; or any Loan Party or any of its Subsidiaries shall take any corporate action to authorize any of the actions set forth above in this subsection (f);

(g) Judgments. any final judgments or orders, either individually or in the aggregate, for the payment of money in excess of (i) $5,000,000, in the case of judgments or orders that are superior in right of payment to any Obligation under this Agreement, or (ii) $25,000,000, in the case of any other judgment or order, in each case, shall be rendered against any Loan Party or any of its Subsidiaries by one or more Governmental Authorities, arbitral tribunals or other bodies having jurisdiction against such Loan Party and either (x) enforcement proceedings shall have been commenced by any creditor upon such judgment or order or (y) there shall be any period of 60 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect or such judgment or order has not been otherwise discharged or satisfied within such 60 day period; and *provided*, *however*, that any such judgment or order shall not give rise to an Event of Default under this Section 6.01(g) if and for so long as (A) the amount of such judgment or order in excess of the thresholds listed above is covered by a valid and binding policy of insurance in favor of such Loan Party or Subsidiary from an insurer that is rated at least "A" "X" by A.M. Best Company, which policy covers full payment thereof and (B) such insurer has been notified, and has not denied the claim made for payment, of the amount of such judgment or order;

(h) Non-Monetary Judgments. any non-monetary judgment or order shall be rendered against any Loan Party or any of its Subsidiaries that could reasonably be expected to have a Material Adverse Effect, and there shall be any period of 60 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect;

(i) Invalidity. any provision of any Loan Document after delivery thereof pursuant to Section 3.01 or Section 5.01(j) shall for any reason (except as a result of acts or omissions of the First Lien Secured Parties or pursuant to the terms thereof) cease to be valid and binding on or enforceable against any Loan Party to it, or any such Loan Party shall so state in writing;

(j) Collateral. any First Lien Collateral Document or financing statement after delivery thereof pursuant to Section 3.01 or Section 5.01(j) shall for any reason (other than pursuant to the terms thereof) cease to create a legal, valid, enforceable and perfected first priority (subject to Liens expressly permitted by Section 5.02(a) (other than the Liens created by

the Second Lien Collateral Documents in accordance with Section 5.02(a)(ii))) Lien on and security interest in the Collateral purported to be covered thereby;

(k) Change of Control. a Change of Control shall occur;

(l) First Lien Debt. the aggregate amount of outstanding Loans and other Obligations outstanding hereunder shall, at any time, exceed $575,000,000;

(m) ERISA Event.

(i) any ERISA Event shall have occurred with respect to a Plan and the sum (determined as of the date of occurrence of such ERISA Event) of the Insufficiency of such Plan and the Insufficiency of any and all other Plans with respect to which an ERISA Event shall have occurred and then exist (or the liability of the Loan Parties and the ERISA Affiliates related to such ERISA Event) exceeds $10,000,000;

(ii) any Loan Party or any ERISA Affiliate shall have been notified by the sponsor of a Multiemployer Plan that it has incurred Withdrawal Liability to such Multiemployer Plan in an amount that, when aggregated with all other amounts required to be paid to Multiemployer Plans by the Loan Parties and the ERISA Affiliates as Withdrawal Liability (determined as of the date of such notification), exceeds $5,000,000 or requires payments exceeding $5,000,000 *per annum*; or

(iii) any Loan Party or any ERISA Affiliate shall have been notified by the sponsor of a Multiemployer Plan that such Multiemployer Plan is in reorganization or is being terminated, within the meaning of Title IV of ERISA, and as a result of such reorganization or termination the aggregate annual contributions of the Loan Parties and the ERISA Affiliates to all Multiemployer Plans that are then in reorganization or being terminated have been or will be increased over the amounts contributed to such Multiemployer Plans for the plan years of such Multiemployer Plans immediately preceding the plan year in which such reorganization or termination occurs by an amount exceeding $10,000,000;

(n) Dissolution. any order, judgment or decree shall be entered against any Loan Party or any of its Subsidiaries decreeing the dissolution or split up of such Loan Party or Subsidiary and such order shall remain undischarged or unstayed for a period in excess of 30 days;

(o) Material Contracts. (i) any Material Contract shall at any time cease to be valid and binding or in full force and effect (in each case, except in connection with its expiration in accordance with its terms in the ordinary course (and not related to any default thereunder), or (ii) any Loan Party shall default in any material respect in the performance or observance of any covenant or agreement contained in any Material Contract to which it is a party and such default has continued beyond any applicable grace period specified therein, and in the case of (i) or (ii), such event could reasonably be expected to have a Material Adverse Effect or to have an adverse impact on the value of the Collateral in excess of an amount equal to (A) $50,000,000 *multiplied*

by (B) an amount equal to (I) one *minus* (II) an amount equal to (1) the sum of the Floor Amounts for each Project or Project Company that has been transferred pursuant to an Asset Sale, if any (and for the avoidance of doubt, if no Asset Sales have occurred, this sum shall be equal to zero), *divided by* (2) $1,050,000,000, unless within 120 days of such termination or default, the applicable Loan Party replaces such Material Contract with a replacement agreement (x) similar in scope to and on terms not materially less favorable to the relevant Loan Party, the relevant Project and the Lenders than the Material Contract being replaced or (y) in form and substance reasonably satisfactory to the Administrative Agent, and in each case with a counterparty of comparable or better standing in the applicable industry; *provided* that if at any time during such 120 day grace period the Administrative Agent reasonably determines that the applicable Loan Party is not diligently seeking to replace the applicable Material Contract, an Event of Default shall immediately occur; and *provided*, *further*, that to the extent the IDA Lease is terminated, no Default or Event of Default shall occur to the extent that concurrently therewith the Borrower obtains fee title to the Athens Project and grants to the First Lien Collateral Agent (or the First Lien Collateral Agent is otherwise granted) a mortgage in respect thereof as set forth in Section 5.01(j) and no Material Adverse Effect results from the termination of the IDA Lease;

(p) Unsatisfied Credit Support Obligation. (i) any Loan Party shall be required, pursuant to, and in accordance with, any Contractual Obligation or any Governmental Authorization, notice or filing to provide credit support in the form of cash, a letter of credit or otherwise (other than any such individual credit support in an amount less than $100,000) in an amount that exceeds the Available Amount of the Talen Letter of Credit and such Loan Party shall fail to cause the issuance or provision of such credit support by the date that is three (3) Business Days after the date required by such Contractual Obligation or Governmental Authorization; *provided* that the Event of Default set forth in this Section 6.01(p) shall continue to exist (and shall not be cured or deemed cured by) notwithstanding any issuance or provision of such credit support in the form of cash, a letter of credit or otherwise by any Lender or any such Lender's Affiliate or (ii) (A) the issuer of the Talen Letter of Credit fails to satisfy the requirements of an Acceptable Bank (as defined in the LC Support Agreement), (B) a drawing by the beneficiary of the Talen Letter of Credit is permitted pursuant to the terms thereof and (C) the beneficiary of the Talen Letter of Credit has unsuccessfully attempted to draw on the Talen Letter of Credit in accordance with the terms thereof; or

(q) Subordination Agreement. (i) the Subordination Agreement shall at any time cease to be valid and binding or in full force and effect, or (ii) any Loan Party or [*list each other Talen Entity party to the Subordination Agreement*] shall default in the performance or observance of any covenant or agreement contained in the Subordination Agreement; or

then, and in any such event, the Administrative Agent (i) shall at the request, or may with the consent, of the Required Lenders, by notice to the Borrower, declare the Commitments of each Lender and the obligation of each Lender to make Loans to be terminated, whereupon the same shall forthwith terminate and (ii) shall at the request, or may with the consent, of the Required Lenders, by notice to the Borrower, declare the Loans, all interest thereon and all other amounts payable under this Agreement and the other Loan Documents to be forthwith due and payable, whereupon the Loans, all such interest and all such amounts shall become and be forthwith due

and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower; *provided*, *however*, that, in the event of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code, (x) the Commitments of each Lender and the obligation of each Lender to make Loans shall automatically be terminated and (y) the Loans, all such interest and all such amounts shall automatically become and be due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by the Borrower. For the avoidance of doubt, payment defaults may be cured within the applicable cure period, if any, by equity contributions from one or more members of the Borrower without limitation as to the number of such cures. Upon any acceleration of the unpaid principal balance of any Term B Loan or termination of any Revolving Credit Commitment pursuant to this Section 6.01 during the Yield Maintenance Period, the applicable Lender shall be entitled to, and the Borrower shall pay as liquidated damages (it being agreed that the amount of damages that such Lender will suffer in each case are difficult to calculate) an amount equal to the Yield Maintenance Fee applicable to the principal balance of such Term B Loan that has been accelerated or Revolving Credit Commitment that has been terminated, as the case may be, determined, in the case of a Term B Loan, as if such Term B Loan had been prepaid on the date of the acceleration thereof, less any interest accrued and paid thereon and attributable to the period from the date of acceleration to the date of payment, in each case in addition to all other amounts due and payable in respect of the Obligations hereunder.

ARTICLE VII

THE AGENTS

SECTION 7.01. Authorization and Action. (a) Each Lender (in its capacity as a Lender) hereby appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under this Agreement and the other Loan Documents as are delegated to the Administrative Agent by the terms hereof and thereof, together with such powers and discretion as are reasonably incidental thereto. As to any matters not expressly provided for by the Loan Documents (including, without limitation, enforcement of the Obligations or collection of the Obligations owing under the Loan Documents), the Administrative Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required Lenders, and such instructions shall be binding upon all Lenders and all holders of Notes; *provided*, *however*, that the Administrative Agent shall not be required to take any action that exposes the Administrative Agent to personal liability or that is contrary to this Agreement or applicable law. Without limiting the generality of the foregoing, each Lender hereby authorizes and instructs the Administrative Agent to enter into the documents to be entered into by the Administrative Agent expressly mentioned in Section 3.01.

(b) The Administrative Agent may execute any of its duties under this Agreement or any other Loan Document (including for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the First Lien Collateral Documents

or of exercising any rights and remedies thereunder at the direction of the First Lien Collateral Agent) by or through agents, employees or attorneys-in-fact and shall be entitled to advice of counsel and other consultants or experts concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agent, employee or attorney-in-fact that it selects in accordance with the foregoing provisions of this Section 7.01(b) in the absence of the Administrative Agent's gross negligence or willful misconduct.

SECTION 7.02. Administrative Agent's Reliance, Etc. Neither the Administrative Agent nor any of its directors, officers, agents or employees shall be liable for any action taken or omitted to be taken by it or them under or in connection with the Loan Documents, except for its or their own gross negligence or willful misconduct. Without limitation of the generality of the foregoing, the Administrative Agent: (a) may consult with legal counsel (including counsel for any Loan Party), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts; (b) makes no warranty or representation to any Lender and shall not be responsible to any Lender for any statements, warranties or representations (whether written or oral) made in or in connection with the Loan Documents; (c) shall not have any duty to ascertain or to inquire as to the performance, observance or satisfaction of any of the terms, covenants or conditions of any Loan Document on the part of any Loan Party or the existence at any time of any Default under the Loan Documents or to inspect the property (including the books and records) of any Loan Party; (d) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, any Loan Document or any other instrument or document furnished pursuant thereto; and (e) shall incur no liability under or in respect of any Loan Document by acting upon any notice, consent, certificate or other instrument or writing (which may be by telegram, telecopy or electronic communication) believed by it to be genuine and signed or sent by the proper party or parties.

SECTION 7.03. Agents and Affiliates. With respect to its Commitments, the Loans made by it and any Notes issued to it, each Agent and its Affiliates shall have the same rights and powers under the Loan Documents as any other Lender and may exercise the same as though each were not an Agent or an Affiliate of an Agent; and the term "*Lender*" or "*Lenders*" shall, unless otherwise expressly indicated, include each Agent and its Affiliates in their respective individual capacities. Each Agent and its Affiliates may accept deposits from, lend money to, act as trustee under indentures of, accept investment banking engagements from and generally engage in any kind of business with, any Loan Party, any of its Subsidiaries and any Person that may do business with or own securities of any Loan Party or any such Subsidiary, all as if such Agent was not an Agent and without any duty to account therefor to the Lenders. No Agent shall have any duty to disclose any information obtained or received by it or any of its Affiliates relating to any Loan Party or any of its Subsidiaries to the extent such information was obtained or received in any capacity other than as such Agent.

SECTION 7.04. Lender Credit Decision. Each Lender acknowledges that it has, independently and without reliance upon any Agent or any other Lender and based on the financial statements referred to in Section 3.01 and such other documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon any Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement.

SECTION 7.05. Indemnification. (a) Each Lender severally agrees to indemnify each Agent (to the extent not promptly reimbursed by the Borrower and without limiting its obligation to do so) from and against such Lender's ratable share (determined as provided below) of any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against such Agent in any way relating to or arising out of the Loan Documents or any action taken or omitted by such Agent under the Loan Documents (collectively, the "***Indemnified Costs***"); *provided*, *however*, that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent's gross negligence or willful misconduct as found in a final, non-appealable judgment by a court of competent jurisdiction. Without limitation of the foregoing, each Lender agrees to reimburse each Agent promptly upon demand for its ratable share of any costs and expenses (including, without limitation, reasonable fees and expenses of counsel) payable by the Borrower under Section 9.04, to the extent that such Agent is not promptly reimbursed for such costs and expenses by the Borrower. In the case of any investigation, litigation or proceeding giving rise to any Indemnified Costs, this Section 7.05 applies whether any such investigation, litigation or proceeding is brought by any Lender or any other Person. Each Agent is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and otherwise apply any and all amounts it receives pursuant to the Loan Documents to or for the credit or the account of any Lender against any and all obligations of such Lender to such Agent now or hereafter existing under this Section 7.05; *provided* that the foregoing sentence shall only apply if such Lender fails to promptly pay such obligation following such Agent's written request for payment; *provided further* that any obligation a Lender fails to promptly pay following the Agent's written request for payment shall bear interest at the same rate as Default Interest and the Agent is authorized to set off against any such accrued interest in the manner described above.

(b) [Reserved].

(c) For purposes of Section 7.05(a), (i) each Lender's ratable share of any amount shall be determined, at any time, according to the sum of (A) the aggregate principal amount of the Loans outstanding at such time and owing to such Lender and (B) in the case of any Revolving Credit Lender, such Revolving Credit Lender's Unused Revolving Credit Commitments at such time; and (ii) each Revolving Credit Lender's ratable share of any amount shall be determined, at any time, according to the sum of (A) the aggregate principal amount of the Revolving Credit Loans outstanding at such time and owing to such Lender and (B) such

Lender's Unused Revolving Credit Commitments at such time. The failure of any Lender to reimburse any Agent promptly upon demand for its ratable share of any amount required to be paid by the Lenders to such Agent as provided herein shall not relieve any other Lender of its obligation hereunder to reimburse such Agent for its ratable share of such amount, but no Lender shall be responsible for the failure of any other Lender to reimburse such Agent for such other Lender's ratable share of such amount. Without prejudice to the survival of any other agreement of any Lender hereunder, the agreement and obligations of each Lender contained in this Section 7.05 shall survive the payment in full of principal, interest and all other amounts payable hereunder and under the other Loan Documents.

SECTION 7.06. Successor Administrative Agent. The Administrative Agent may resign as to any or all of the Facilities at any time by giving 15 days' written notice thereof to the Lenders and the Borrower and may be removed at any time with or without cause by the Required Lenders. Upon any such resignation or removal, the Required Lenders shall have the right, with (so long as no Event of Default has occurred and is continuing) the consent of the Borrower (not to be unreasonably withheld or delayed), to appoint a successor Administrative Agent as to such of the Facilities as to which the Administrative Agent has resigned or been removed. If no successor Administrative Agent shall have been so appointed by the Required Lenders, and shall have accepted such appointment, within 30 days after the retiring Administrative Agent's giving of notice of resignation or the Required Lenders' removal of the retiring Administrative Agent, then the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent, which shall be a commercial bank organized under the laws of the United States or of any State thereof and having a combined capital and surplus of at least $500,000,000. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall succeed to and become vested with all the rights, powers, discretion, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations under the Loan Documents. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent as to less than all of the Facilities, such successor Administrative Agent shall succeed to and become vested with all the rights, powers, discretion, privileges and duties of the retiring Administrative Agent as to such Facilities, other than with respect to funds transfers and other similar aspects of the administration of Borrowings under such Facilities, and the retiring Administrative Agent shall be discharged from its duties and obligations under this Agreement as to such Facilities, other than as aforesaid. If within 45 days after written notice is given of the retiring Administrative Agent's resignation or removal under this Section 7.06 no successor Administrative Agent shall have been appointed and shall have accepted such appointment, then on such 45th day (a) the retiring Administrative Agent's resignation or removal shall become effective, (b) the retiring Administrative Agent shall thereupon be discharged from its duties and obligations under the Loan Documents and (c) the Required Lenders shall thereafter perform all duties of the retiring Administrative Agent under the Loan Documents until such time, if any, as the Required Lenders appoint a successor Agent as provided above. After any retiring Administrative Agent's resignation or removal hereunder as Administrative Agent as to any of the Facilities shall have become effective, the provisions of this Article VII shall inure to its

benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent as to such Facilities under this Agreement.

SECTION 7.07. First Lien Collateral Agent. Each of the Administrative Agent and the Lenders hereby designates and appoints CLMG as First Lien Collateral Agent under this Agreement and the other Loan Documents and authorizes CLMG, in the capacity of First Lien Collateral Agent, to (A) execute, deliver and perform the obligations, if any, of the First Lien Collateral Agent, as applicable under this Agreement and each other Loan Document and (B) take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the First Lien Collateral Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto; *provided*, *however*, that the First Lien Collateral Agent shall not be required to take any action that exposes the First Lien Collateral Agent to personal liability or that is contrary to this Agreement or applicable law. Without limiting the generality of the foregoing, each of the Administrative Agent and the Lenders hereby authorizes and instructs CLMG, in the capacity of First Lien Collateral Agent, to execute and deliver the documents to be entered into by the First Lien Collateral Agent expressly mentioned in Section 3.01, and, without limiting any of the provisions of this Agreement, CLMG, in the capacity of First Lien Collateral Agent, shall continue to be bound by and entitled to all the benefits and protections afforded to the First Lien Collateral Agent under the Intercreditor Agreement, including Section 7 of the Intercreditor Agreement, as if fully set forth herein.

ARTICLE VIII

GUARANTY

SECTION 8.01. Guaranty; Limitation of Liability. (a) Subject in the case of Athens to the Athens Cap Amount, each Guarantor, jointly and severally, hereby absolutely, unconditionally and irrevocably guarantees the punctual payment when due, whether at scheduled maturity or on any date of a required prepayment or by acceleration, demand or otherwise, of all Obligations of each other Loan Party now or hereafter existing under or in respect of the Loan Documents (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of the foregoing Obligations), whether direct or indirect, absolute or contingent, and whether for principal, interest, premiums, fees, indemnities, contract causes of action, costs, expenses or otherwise (such Obligations being the "***Guaranteed Obligations***"), and agrees to pay any and all expenses (including, without limitation, reasonable fees and expenses of counsel) incurred by the Administrative Agent or any other Lender in enforcing any rights under this Guaranty or any other Loan Document. Without limiting the generality of the foregoing, subject in the case of Athens to the Athens Cap Amount, each Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by any other Loan Party to any Lender under or in respect of the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such other Loan Party.

(b) Each Guarantor, and by its acceptance of this Guaranty, the Administrative Agent and each other Lender, hereby confirms that it is the intention of all such Persons that this Guaranty and the obligations of each Guarantor hereunder not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state law to the extent applicable to this Guaranty and the obligations of each Guarantor hereunder. To effectuate the foregoing intention, the Administrative Agent, the other Lenders and the Guarantors hereby irrevocably agree that the obligations of each Guarantor under this Guaranty at any time shall be limited to the maximum amount as will result in the obligations of such Guarantor under this Guaranty not constituting a fraudulent transfer or conveyance.

(c) Subject in the case of Athens to the Athens Cap Amount, each Guarantor hereby unconditionally and irrevocably agrees that in the event any payment shall be required to be made to any Lender under this Guaranty or any other guaranty, such Guarantor will contribute, to the maximum extent permitted by law, such amounts to each other Guarantor and each other guarantor so as to maximize the aggregate amount paid to the Lenders under or in respect of the Loan Documents.

SECTION 8.02. Guaranty Absolute. Subject in the case of Athens to the Athens Cap Amount, each Guarantor guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of any Lender with respect thereto. The obligations of each Guarantor under or in respect of this Guaranty are independent of the Guaranteed Obligations or any other Obligations of any other Loan Party under or in respect of the Loan Documents, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce this Guaranty, irrespective of whether any action is brought against the Borrower or any other Loan Party or whether the Borrower or any other Loan Party is joined in any such action or actions. The liability of each Guarantor under this Guaranty shall be irrevocable, absolute and unconditional irrespective of, and each Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations or any other Obligations of any other Loan Party under or in respect of the Loan Documents, or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or any of its Subsidiaries or otherwise;

(c) any taking, exchange, release or non-perfection of any Collateral or any other collateral, or any taking, release or amendment or waiver of, or consent to departure from, any other guaranty, for all or any of the Guaranteed Obligations;

(d) any manner of application of Collateral or any other collateral, or proceeds thereof, to all or any of the Guaranteed Obligations, or any manner of sale or other disposition of any Collateral or any other collateral for all or any of the Guaranteed Obligations or any other Obligations of any Loan Party under the Loan Documents or any other assets of any Loan Party or any of its Subsidiaries;

(e) any change, restructuring or termination of the corporate structure or existence of any Loan Party or any of its Subsidiaries;

(f) any failure of any Lender to disclose to any Loan Party any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Loan Party now or hereafter known to such Lender (each Guarantor waiving any duty on the part of the Lenders to disclose such information);

(g) the failure of any other Person to execute or deliver this Agreement or any other guaranty or agreement or the release or reduction of liability of any Guarantor or other guarantor or surety with respect to the Guaranteed Obligations; or

(h) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by any Lender that might otherwise constitute a defense available to, or a discharge of, any Loan Party or any other guarantor or surety.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by any Lender or any other Person upon the insolvency, bankruptcy or reorganization of the Borrower or any other Loan Party or otherwise, all as though such payment had not been made.

SECTION 8.03. Waivers and Acknowledgments. (a) Each Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of nonperformance, default, acceleration, protest or dishonor and any other notice with respect to any of the Guaranteed Obligations and this Guaranty and any requirement that any Lender protect, secure, perfect or insure any Lien or any property subject thereto or exhaust any right or take any action against any Loan Party or any other Person or any Collateral.

(b) Each Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

(c) Each Guarantor hereby unconditionally and irrevocably waives (i) any defense arising by reason of any claim or defense based upon an election of remedies by any Lender that in any manner impairs, reduces, releases or otherwise adversely affects the subrogation, reimbursement, exoneration, contribution or indemnification rights of such Guarantor or other rights of such Guarantor to proceed against any of the other Loan Parties, any

other guarantor or any other Person or any Collateral and (ii) any defense based on any right of set-off or counterclaim against or in respect of the obligations of such Guarantor hereunder.

(d) Each Guarantor acknowledges that the First Lien Collateral Agent may, without notice to or demand upon such Guarantor and without affecting the liability of such Guarantor under this Guaranty, foreclose under any mortgage by nonjudicial sale, and each Guarantor hereby waives any defense to the recovery by the First Lien Collateral Agent and the other First Lien Secured Parties against such Guarantor of any deficiency after such nonjudicial sale and any defense or benefits that may be afforded by applicable law.

(e) Each Guarantor hereby unconditionally and irrevocably waives any duty on the part of any Lender to disclose to such Guarantor any matter, fact or thing relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Loan Party or any of its Subsidiaries now or hereafter known by such Lender.

(f) Each Guarantor acknowledges that it will receive substantial direct and indirect benefits from the financing arrangements contemplated by the Loan Documents and that the waivers set forth in Section 8.02 and this Section 8.03 are knowingly made in contemplation of such benefits.

SECTION 8.04. Subrogation. Each Guarantor hereby unconditionally and irrevocably agrees not to exercise any rights that it may now have or hereafter acquire against the Borrower or any other Loan Party that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under or in respect of this Guaranty or any other Loan Document, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of any Lender against the Borrower, any other Loan Party or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from the Borrower or any other Loan Party directly or indirectly, in Cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations and all other amounts payable under this Guaranty shall have been paid in full in Cash and the Commitments shall have expired or been terminated. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence at any time prior to the latest of (a) the payment in full in Cash of the Guaranteed Obligations and all other amounts payable under this Guaranty and (b) the latest of the Term B Maturity Date, the Term C Maturity Date and the Revolving Credit Termination Date, such amount shall be received and held in trust for the benefit of the Lenders, shall be segregated from other property and funds of such Guarantor and shall forthwith be paid or delivered to the Administrative Agent in the same form as so received (with any necessary endorsement or assignment) to be credited and applied to the Guaranteed Obligations and all other amounts payable under this Guaranty, whether matured or unmatured, in accordance with the terms of the Loan Documents, or to be held as Collateral for any Guaranteed Obligations or other amounts payable under this Guaranty thereafter arising. If (i) any Guarantor shall make payment to any Lender of all or any part of the Guaranteed Obligations, (ii) all of the Guaranteed Obligations and all other amounts payable under this

Guaranty shall have been paid in full in Cash, (iii) the Term B Maturity Date shall have occurred, the Lenders will, at such Guarantor's request and expense, execute and deliver to such Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Guaranteed Obligations resulting from such payment made by such Guarantor pursuant to this Guaranty.

SECTION 8.05. Subordination. Each Guarantor hereby subordinates any and all debts, liabilities and other obligations owed to such Guarantor by each other Loan Party (the "***Subordinated Obligations***") to the Guaranteed Obligations to the extent and in the manner hereinafter set forth in this Section 8.05:

(a) Prohibited Payments, Etc. Except during the continuance of any Event of Default, each Guarantor may receive regularly scheduled payments from any other Loan Party on account of the Subordinated Obligations in compliance with the Security Deposit Agreement. After the occurrence and during the continuance of any Event of Default, however, unless the Required Lenders otherwise agree, no Guarantor shall demand, accept or take any action to collect any payment on account of the Subordinated Obligations other than to the extent payment of such Subordinated Obligations is permitted under the terms of the Security Deposit Agreement and the other Loan Documents.

(b) Prior Payment of Guaranteed Obligations. In any proceeding under any Bankruptcy Law relating to any other Loan Party, each Guarantor agrees that the Lenders shall be entitled to receive payment in full in Cash of all Guaranteed Obligations (including all interest and expenses accruing after the commencement of a proceeding under any Bankruptcy Law, whether or not constituting an allowed claim in such proceeding ("***Post-Petition Interest***")) before such Guarantor receives payment of any Subordinated Obligations.

(c) Turn-Over. After the occurrence and during the continuance of any Default, each Guarantor shall, if the Administrative Agent so requests, collect, enforce and receive payments on account of the Subordinated Obligations as trustee for the Lenders and deliver such payments to the Administrative Agent on account of the Guaranteed Obligations (including all Post-Petition Interest), together with any necessary endorsements or other instruments of transfer, but without reducing or affecting in any manner the liability of such Guarantor under the other provisions of this Guaranty.

(d) Administrative Agent Authorization. After the occurrence and during the continuance of any Default, the Administrative Agent is authorized and empowered (but without any obligation to so do), in its discretion, (i) in the name of each Guarantor, to collect and enforce, and to submit claims in respect of, the Subordinated Obligations and to apply any amounts received thereon to the Guaranteed Obligations (including any and all Post-Petition Interest), and (ii) to require each Guarantor (A) to collect and enforce, and to submit claims in respect of, the Subordinated Obligations and (B) to pay any amounts received on such obligations to the Administrative Agent for application to the Guaranteed Obligations (including any and all Post-Petition Interest).

SECTION 8.06. Continuing Guaranty; Assignments. This Guaranty is a continuing guaranty and shall (a) remain in full force and effect until a Repayment Event has occurred, (b) be binding upon each Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Lenders and their successors, transferees and assigns. Without limiting the generality of clause (c) of the immediately preceding sentence, any Lender may assign or otherwise transfer all or any portion of its rights and obligations under this Agreement (including, without limitation, all or any portion of its Commitments, the Loans owing to it and any Note or Notes held by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, in each case as and to the extent provided in Section 9.07. No Guarantor shall have the right to assign its rights hereunder or any interest herein without the prior written consent of the Required Lenders, which consent may be granted or withheld in the Required Lenders' sole and absolute discretion.

SECTION 8.07. Eligible Contract Participant.

(a) Each Guarantor (other than MACH Gen GP, LLC) represents and warrants on the date hereof that, to the extent any Guaranteed Obligations include Swap Obligations on the date hereof, it is an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations issued thereunder.

(b) Each Guarantor (other than MACH Gen GP, LLC) agrees that at such time as the Guaranteed Obligations of such Guarantor includes Swap Obligations, and at such other times as are required for purposes of the Commodity Exchange Act and the regulations thereunder, such Guarantor shall constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder.

SECTION 8.08. Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by any other Guarantor to honor all of such Guarantor's Swap Obligations to the extent included in such Guarantor's Guaranteed Obligations under this Article VIII (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 8.08 for the maximum amount of such liability that can be hereby incurred without rendering its obligation under this Section 8.08, or otherwise under this Article VIII, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section 8.08 shall remain in full force and effect until the date on which all the Guaranteed Obligations pursuant to and in accordance with this Article VIII are irrevocably and unconditionally discharged in full (but solely to the extent such Guaranteed Obligations include Swap Obligations). Each Qualified ECP Guarantor intends that this Section 8.08 constitute, and this Section 8.08 shall be deemed to constitute, a keepwell, support, or other agreement for the benefit of each Guarantor for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

SECTION 8.09. Excluded Swap Obligations. In no event shall the Guaranty or any guarantee of any Guarantor in respect of any Swap Obligation under any Hedge Agreements and

Commodity Hedge and Power Sale Agreements include, or be deemed to include, a guarantee of any Excluded Swap Obligations.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. Amendments, Etc. (a) Subject to Section 5.4(c) of the Intercreditor Agreement and clause (b) below, no amendment or waiver of any provision of this Agreement, the Notes or any other Loan Document (including the Intercreditor Agreement and the Security Deposit Agreement), nor consent to any departure by any Loan Party therefrom, shall in any event be effective unless the same shall be in writing and signed by the Required Lenders (or the Administrative Agent on their behalf) and, in the case of an amendment, the Borrower on behalf of the Loan Parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; *provided*, *however*, that (i) no amendment, waiver or consent shall, unless in writing and signed by each Lender, do any of the following at any time:

(A) waive any of the conditions specified in Section 3.01 or, in the case of the initial Borrowing hereunder, Section 3.02;

(B) change (1) the definition of "*Required Lenders*" or (2) the number of Lenders or the percentage of (x) the Commitments or (y) the aggregate unpaid principal amount of the Loans that, in each case, shall be required for the Lenders or any of them to take any action hereunder or under any other Loan Document;

(C) change any other definition in the Intercreditor Agreement or the Security Deposit Agreement in any manner adverse to the Lenders;

(D) other than as expressly contemplated by Section 5.1 of the Intercreditor Agreement, release one or more Guarantors (or otherwise limit such Guarantors' liability with respect to the Obligations owing to the Agents and the Lenders under the Guaranty) if such release or limitation is in respect of a material portion of the value of the Guaranty to the Lenders;

(E) other than as expressly contemplated by Section 5.1 of the Intercreditor Agreement, release any material portion of the Collateral in any transaction or series of related transactions;

(F) subordinate the Liens of the Lenders; or

(G) amend this Section 9.01,

and (ii) no amendment, waiver or consent shall, unless in writing and signed by the Required Lenders and each Lender specified below for such amendment, waiver or consent:

(A) increase the Commitments of a Lender without the consent of such Lender;

(B) reduce or forgive the principal of, or stated rate of interest on, the Loans owed to a Lender or any fees or other amounts stated to be payable hereunder or under the other Loan Documents to such Lender without the consent of such Lender;

(C) postpone any date scheduled for any payment of principal of, or interest on, the Loans pursuant to Section 2.04 or 2.07, any or any date fixed for any payment of fees hereunder, in each case, payable to a Lender without the consent of such Lender;

(D) impose any restrictions on the rights of such Lender under Section 9.07 without the consent of such Lender;

(E) change the order of application of any reduction in the Commitments or any prepayment of Loans among the Facilities from the application thereof set forth in the applicable provisions of Section 2.06(b), respectively, in any manner that materially adversely affects the Lenders under a Facility without the consent of holders of a majority of the Commitments or Loans outstanding under such Facility;

(F) increase the maximum duration of any Eurodollar Rate Period;

(G) change the order of application of proceeds of Collateral and other payments set forth in Section 4.1 of the Intercreditor Agreement or Article III of the Security Deposit Agreement in a manner that materially adversely affects any Lender without the consent of such Lender;

(H) otherwise amend or modify any of the Intercreditor Agreement or any First Lien Collateral Document in a manner which disproportionately affects any Lender vis-à-vis any other Secured Party without the written consent of such Lender; or

(I) amend or modify the provisions of Section 2.11(a)(i), Section 2.11(f) and Section 2.13 (including the definition of "Pro Rata Share") in a manner that adversely affects any Lender without the consent of such Lender;

provided further that no amendment, waiver or consent shall, unless in writing and signed by an Agent in addition to the Lenders required above to take such action, affect the rights or duties of such Agent under this Agreement or the other Loan Documents.

(b) Notwithstanding the other provisions of this Section 9.01, the Borrower, the Guarantors, the First Lien Collateral Agent and the Administrative Agent may (but shall have no obligation to) amend or supplement the Loan Documents without the consent of any Lender: (i) to cure any ambiguity, defect or inconsistency; (ii) to make any change that would provide any additional rights or benefits to the Lenders or (iii) to make, complete or confirm any grant of Collateral permitted or required by this Agreement or any of the First Lien Collateral Documents

or any release of any Collateral that is otherwise permitted under the terms of this Agreement and the First Lien Collateral Documents.

SECTION 9.02. Notices, Etc. (a) All notices and other communications provided for hereunder shall be either (x) in writing (including telegraphic, telecopy or electronic communication) and mailed, telegraphed, telecopied or delivered or (y) as and to the extent set forth in Section 9.02(b) and in the proviso to this Section 9.02(a), in an electronic medium and delivered as set forth in Section 9.02(b), (i) if to any Loan Party, to the Borrower at its address at New MACH Gen, LLC, 1780 Hughes Landing, Suite 800, The Woodlands, TX 77380, Attention: Dale Lebsack, E-mail Address: dale.lebsack@talenenergy.com (with a copy sent to New MACH Gen, LLC, 1780 Hughes Landing, Suite 800, The Woodlands, TX 77380, Attention: John Chesser, E-mail Address: john.chesser@talenenergy.com); (ii) if to any Term B Lender or Revolving Credit Lender identified on Schedule I hereto, at its Lending Office specified opposite its name on Schedule I hereto; (iii) if to any Initial Lender, at its Lending Office specified in Schedule I attached hereto; (iv) if to any other Lender, at its Lending Office specified in the Assignment and Acceptance pursuant to which it became a Lender; (v) if to the First Lien Collateral Agent or Administrative Agent, at its address at 7195 Dallas Parkway, Plano, TX 75024, Attention: James Erwin, Fax: (469) 467-5550, E-mail Address: jerwin@clmgcorp.com; or, as to the Borrower or the Administrative Agent, at such other address as shall be designated by such party in a written notice to the other parties and, as to each other party, at such other address as shall be designated by such party in a written notice to the Borrower and the Administrative Agent; *provided*, *however*, that materials and information described in Section 9.02(b) shall be delivered to the Administrative Agent in accordance with the provisions thereof or as otherwise specified to the Borrower by the Administrative Agent. All such notices and other communications shall, when mailed, telegraphed, telecopied, or e-mailed, be effective when deposited in the mails, delivered to the telegraph company, transmitted by telecopier or sent by electronic communication, respectively, except that notices and communications to any Agent pursuant to Article II, Article III or Article VII shall not be effective until received by such Agent. Delivery by telecopier of an executed counterpart of a signature page to any amendment or waiver of any provision of this Agreement or the Notes shall be effective as delivery of an original executed counterpart thereof.

(b) The Borrower hereby agrees that it will provide to the Administrative Agent all information, documents and other materials that it is obligated to furnish to the Administrative Agent pursuant to the Loan Documents, including, without limitation, all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication that (i) relates to a request for a new Borrowing (including any election of an interest rate or interest period relating thereto), (ii) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, (iii) provides notice of any Default or Event of Default under this Agreement or (iv) is required to be delivered to satisfy any condition precedent to the effectiveness of this Agreement and/or any Borrowing or other extension of credit thereunder (all such non-excluded communications being referred to herein collectively as "***Communications***"), by transmitting the Communications in an electronic/soft medium in a format acceptable to the Administrative Agent to an electronic mail address specified by the Administrative Agent to the

Borrower. In addition, the Borrower agrees to continue to provide the Communications to the Administrative Agent in the manner specified in the Loan Documents but only to the extent requested by the Administrative Agent. The Borrower further agrees that the Administrative Agent may make the Communications available to the Lenders by posting the Communications on IntraLinks or a substantially similar electronic transmission system (the "***Platform***").

(c) THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE". THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS, OR THE ADEQUACY OF THE PLATFORM AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE AGENT PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE PLATFORM. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT OR ANY OF ITS AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ADVISORS OR REPRESENTATIVES (COLLECTIVELY, "***AGENT PARTIES***") HAVE ANY LIABILITY TO THE BORROWER, ANY LENDER OR ANY OTHER PERSON OR ENTITY FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF THE BORROWER'S OR THE ADMINISTRATIVE AGENT'S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET, EXCEPT TO THE EXTENT THE LIABILITY OF ANY AGENT PARTY IS FOUND IN A FINAL NON-APPEALABLE JUDGMENT BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED PRIMARILY FROM SUCH AGENT PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(d) The Administrative Agent agrees that the receipt of the Communications by the Administrative Agent at its e-mail address set forth above shall constitute effective delivery of the Communications to the Administrative Agent for purposes of the Loan Documents. Each Lender agrees (i) that notice to it (as provided in the next sentence) specifying that the Communications have been posted to the Platform shall constitute effective delivery of the Communications to such Lender for purposes of the Loan Documents. Each Lender agrees to notify the Administrative Agent in writing (including by electronic communication) from time to time of such Lender's e-mail address to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such e-mail address. Nothing herein shall prejudice the right of the Administrative Agent or any Lender to give any notice or other communication pursuant to any Loan Document in any other manner specified in such Loan Document.

SECTION 9.03. No Waiver; Remedies. No failure on the part of any Lender or any Agent to exercise, and no delay in exercising, any right hereunder or under any Note or any other

Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 9.04. Costs and Expenses. (a)The Borrower agrees to pay on demand (i) all costs and expenses of each Agent in connection with the preparation, execution, delivery, administration, modification and amendment of, or any consent or waiver under, the Loan Documents (including, without limitation, (A) all due diligence, collateral review, syndication, transportation, computer, duplication, appraisal, audit, insurance, consultant, search, filing and recording fees and expenses and (B) the reasonable fees and expenses of counsel for each Agent with respect thereto, with respect to advising such Agent as to its rights and responsibilities, or the perfection, protection or preservation of rights or interests, under the Loan Documents, with respect to negotiations with any Loan Party or with other creditors of any Loan Party or any of its Subsidiaries arising out of any Default or any events or circumstances that may give rise to a Default and with respect to presenting claims in or otherwise participating in or monitoring any bankruptcy, insolvency or other similar proceeding involving creditors' rights generally and any proceeding ancillary thereto) and (ii) all costs and expenses of each Agent and each Lender in connection with the enforcement of the Loan Documents, whether in any action, suit or litigation, or any bankruptcy, insolvency or other similar proceeding affecting creditors' rights generally (including, without limitation, the reasonable fees and expenses of counsel for the Administrative Agent and each Lender with respect thereto).

(b) The Borrower agrees to indemnify, defend and save and hold harmless each Agent, each Lender, each of their Affiliates and the respective officers, directors, employees, trustees, agents and advisors of each of the foregoing (each, an "***Indemnified Party***") from and against, and shall pay on demand, any and all claims, damages, losses, liabilities and expenses (including, without limitation, reasonable fees and expenses of counsel) that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any investigation, litigation or proceeding or preparation of a defense in connection therewith) (i) the Facilities, the actual or proposed use of the proceeds of the Loans, the Loan Documents or any of the transactions contemplated thereby, (ii) the Tax Sharing Agreement or (iii) the actual or alleged presence of Hazardous Materials on any property of any Loan Party or any of its Subsidiaries or any Environmental Action relating in any way to any Loan Party or any of its Subsidiaries, except to the extent such claim, damage, loss, liability or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or willful misconduct. In the case of an investigation, litigation or other proceeding to which the indemnity in this Section 9.04(b) applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by any Loan Party, its directors, shareholders or creditors, any Indemnified Party or any other Person, whether or not any Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated thereby are consummated. The Borrower also agrees not to assert any claim against any Agent, any Lender or any of their Affiliates, or any of their respective officers, directors, employees, trustees, agents and advisors, on any theory of liability, for special, indirect, consequential or punitive damages arising out of or otherwise relating to the Facilities,

the actual or proposed use of the proceeds of the Loans, the Loan Documents or any of the transactions contemplated by the Loan Documents.

(c) If (i) any payment of principal of any Loan is made by the Borrower to or for the account of a Lender other than on the last day of the Interest Period for such Loan as a result of (A) acceleration of the maturity of the Loans pursuant to Section 6.01 or (B) a mandatory prepayment of the Loans pursuant to Section 2.06(b), or (ii) the Borrower fails to make any payment or prepayment of a Loan after the Borrower had delivered a notice of prepayment, whether, in the case of this clause (ii), pursuant to Section 2.04 or 6.01 or otherwise, the Borrower shall, upon demand by such Lender (with a copy of such demand to the Administrative Agent), pay to the Administrative Agent for the account of such Lender any amounts required to compensate such Lender for any additional losses, costs or expenses that it may reasonably incur as a result of such payment or such failure to pay or prepay, as the case may be, including, without limitation, any loss (excluding loss of anticipated profits), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by any Lender to fund or maintain such Loan.

(d) If any Loan Party fails to pay when due any costs, expenses or other amounts payable by it under any Loan Document, including, without limitation, fees and expenses of counsel and indemnities, such amount may be paid on behalf of such Loan Party by the Administrative Agent or any Lender, in its sole discretion.

(e) Without prejudice to the survival of any other agreement of any Loan Party hereunder or under any other Loan Document, the agreements and obligations of the Borrower contained in Sections 2.10 and 2.12 and this Section 9.04 shall survive the payment in full of principal, interest and all other amounts payable hereunder and under any of the other Loan Documents.

SECTION 9.05. Right of Set-off. Upon (a) the occurrence and during the continuance of any Event of Default and (b) the making of the request or the granting of the consent specified by Section 6.01 to authorize the Administrative Agent to declare the Loans due and payable pursuant to the provisions of Section 6.01, each Agent and each Lender and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and otherwise apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Agent, such Lender or such Affiliate to or for the credit or the account of the Borrower against any and all of the Obligations of the Borrower now or hereafter existing under the Loan Documents, irrespective of whether such Agent or such Lender shall have made any demand under this Agreement and although such Obligations may be unmatured. Each Agent and each Lender agrees promptly to notify the Borrower after any such set-off and application; *provided*, *however*, that the failure to give such notice shall not affect the validity of such set-off and application. The rights of each Agent and each Lender and their respective Affiliates under this Section are in addition to other rights and remedies (including, without limitation, other rights of set-off) that such Agent, such Lender and their respective Affiliates may have.

SECTION 9.06. Binding Effect. This Agreement shall become effective when it shall have been executed by the Borrower and each Agent and the Administrative Agent shall have been notified by each initial Lender that such initial Lender has executed it and thereafter shall be binding upon and inure to the benefit of the Borrower, each Agent and each Lender and their respective successors and assigns, except that the Borrower shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of each Lender. This Agreement is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto.

SECTION 9.07. Assignments and Participations. (a) Each Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitment or Commitments, the Loans owing to it, and the Note or Notes held by it); *provided*, *however*, that (i) each such assignment shall be of a uniform, and not a varying, percentage of all rights and obligations under and in respect of any or all Facilities, (ii) except in the case of an assignment to a Person that, immediately prior to such assignment, was a Lender, an Affiliate of any Lender or an Approved Fund of any Lender or an assignment of all of a Lender's rights and obligations under this Agreement, the aggregate amount of the Commitments being assigned to such Eligible Assignee pursuant to such assignment (determined as of the date of the Assignment and Acceptance with respect to such assignment) shall in no event be less than $2,000,000 (or such lesser amount as shall be approved by the Administrative Agent and, so long as no Default shall have occurred and be continuing at the time of effectiveness of such assignment, the Borrower), (iii) each such assignment shall be to an Eligible Assignee, (iv) no such assignments shall be permitted without the written consent of the Administrative Agent, which consent shall not be unreasonably withheld and (v) the parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance and recording in the Register, an Assignment and Acceptance, together with any Note or Notes (if any) subject to such assignment.

(b) [Reserved].

(c) [Reserved].

(d) Upon such execution, delivery, acceptance and recording, from and after the effective date specified in such Assignment and Acceptance, (i) the assignee thereunder shall be a party hereto and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment and Acceptance, have the rights and obligations of a Lender hereunder and (ii) the Lender assignor thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights (other than its rights under Sections 2.10, 2.12 and 9.04 to the extent any claim thereunder relates to an event arising prior to such assignment) and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto).

(e) By executing and delivering an Assignment and Acceptance, each Lender assignor thereunder and each assignee thereunder confirm to and agree with each other and the other parties thereto and hereto as follows: (i) other than as provided in such Assignment and Acceptance, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with any Loan Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, any Loan Document or any other instrument or document furnished pursuant thereto; (ii) such assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under any Loan Document or any other instrument or document furnished pursuant thereto; (iii) such assignee confirms that it has received a copy of this Agreement, together with copies of the financial statements referred to in Section 4.01 and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iv) such assignee will, independently and without reliance upon any Agent, such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (v) such assignee confirms that it is an Eligible Assignee; (vi) such assignee appoints and authorizes each Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Loan Documents as are delegated to such Agent by the terms hereof and thereof, together with such powers and discretion as are reasonably incidental thereto; and (vii) such assignee agrees that it will perform in accordance with their terms all of the obligations that by the terms of this Agreement are required to be performed by it as a Lender.

(f) The Administrative Agent, acting for this purpose (but only for this purpose) as the agent of the Borrower, shall maintain at its address referred to in Section 9.02 a copy of each Assignment and Acceptance delivered to and accepted by it and a register for the recordation of the names and addresses of the Lenders and the Commitment under each Facility of, and principal amount of the Loans owing under each Facility to, each Lender from time to time (the "***Register***"). The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower, the Agents and the Lenders shall treat each Person whose name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower or any Agent or any Lender at any reasonable time and from time to time upon reasonable prior notice.

(g) Upon its receipt of an Assignment and Acceptance executed by an assigning Lender and an assignee, together with any Note or Notes (if any) subject to such assignment, the Administrative Agent shall, if such Assignment and Acceptance has been completed and is in substantially the form of Exhibit C hereto, (i) accept such Assignment and Acceptance, (ii) record the information contained therein in the Register and (iii) give prompt notice thereof to the Borrower and each other Agent. In the case of any assignment by a Lender, within five Business Days after its receipt of such notice, the Borrower, at its own expense, shall execute and deliver to the Administrative Agent in exchange for the surrendered Note or Notes

(if any) an amended and restated Note (which shall be marked "*Amended and Restated*") to the order of such Eligible Assignee in an amount equal to the Commitment assumed by it under each Facility pursuant to such Assignment and Acceptance and, if any assigning Lender that had a Note or Notes prior to such assignment has retained a Commitment hereunder under such Facility, an amended and restated Note to the order of such assigning Lender in an amount equal to the Commitment retained by it hereunder. Such amended and restated Note or Notes shall be dated the effective date of such Assignment and Acceptance and shall otherwise be in substantially the form of Exhibit A-1, A-2 or A-3 hereto, as the case may be.

(h) Each Lender may sell participations to one or more Persons (other than any Loan Party or any of its Affiliates) in or to all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitments, the Loans owing to it and the Note or Notes (if any) held by it); *provided*, *however*, that (i) such Lender's obligations under this Agreement (including, without limitation, its Commitments) shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) such Lender shall remain the holder of any such Note for all purposes of this Agreement, (iv) the Borrower, the Agents and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and (v) no participant under any such participation shall have any right to approve any amendment or waiver of any provision of any Loan Document, or any consent to any departure by any Loan Party therefrom.

(i) Any Lender may, in connection with any assignment or participation or proposed assignment or participation pursuant to this Section 9.07, disclose to the assignee or participant or proposed assignee or participant any information relating to the Borrower furnished to such Lender by or on behalf of the Borrower; *provided*, *however*, that, prior to any such disclosure, the assignee or participant or proposed assignee or participant shall agree to preserve the confidentiality of any Confidential Information received by it from such Lender.

(j) Notwithstanding any other provision set forth in this Agreement, any Lender may at any time create a security interest in all or any portion of its rights under this Agreement (including, without limitation, the Loans owing to it and the Note or Notes (if any) held by it) in favor of any Federal Reserve Bank or Federal Home Loan Bank in accordance with Regulation A of the Board of Governors of the Federal Reserve System or similar laws and regulations relating to the Federal Home Loan Banks.

(k) Notwithstanding anything to the contrary contained herein, any Lender that is a Fund may, without the consent of the Borrower or any other Person, create a security interest in all or any portion of the Loans owing to it and any Note or Notes held by it to the trustee for holders of obligations owed, or securities issued, by such Fund as security for such obligations or securities; *provided* that, unless and until such trustee actually becomes a Lender in compliance with the other provisions of this Section 9.07, (i) no such pledge shall release the pledging Lender from any of its obligations under the Loan Documents and (ii) such trustee shall not be entitled to exercise any of the rights of a Lender under the Loan Documents even though

such trustee may have acquired ownership rights with respect to the pledged interest through foreclosure or otherwise.

(l) Notwithstanding anything to the contrary contained herein, any Lender (a "***Granting Lender***") may grant to a special purpose funding vehicle identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower (an "***SPC***") the option to provide all or any part of any Loan that such Granting Lender would otherwise be obligated to make pursuant to this Agreement; *provided* that (i) nothing herein shall constitute a commitment by any SPC to fund any Loan and (ii) if an SPC elects not to exercise such option or otherwise fails to make all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. Each party hereto hereby agrees that (i) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement for which a Lender would be liable, (ii) no SPC shall be entitled to the benefits of Section 2.10 and Section 2.12 (or any other increased costs protection provision) and (iii) the Granting Lender shall for all purposes, including, without limitation, the approval of any amendment or waiver of any provision of any Loan Document, remain the Lender of record hereunder. In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior Debt of any SPC, it will not institute against, or join any other person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding under the laws of the United States or any State thereof. Notwithstanding anything to the contrary contained in this Agreement, any SPC may (i) with notice to, but without prior consent of, the Borrower and the Administrative Agent and with the payment of a processing fee of $500, assign all or any portion of its interest in any Loan to the Granting Lender and (ii) disclose on a confidential basis any non-public information relating to its funding of Loans to any rating agency, commercial paper dealer or provider of any surety or guarantee or credit or liquidity enhancement to such SPC. This subsection (l) may not be amended without the prior written consent of each Granting Lender, all or any part of whose Loans are being funded by the SPC at the time of such amendment.

SECTION 9.08. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by telecopier of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 9.09. [Reserved].

SECTION 9.10. Confidentiality. Neither any Agent nor any Lender shall disclose any Confidential Information to any Person without the consent of the Borrower, other than (a) to such Agent's or such Lender's Affiliates and their officers, directors, employees, trustees, agents and advisors and to actual or prospective Eligible Assignees and participants, and then

only on a confidential basis, (b) as required by any law, rule or regulation or judicial process, (c) as requested or required by any state, Federal or foreign authority or examiner (including the National Association of Insurance Commissioners or any similar organization or quasi-regulatory authority) regulating such Lender, (d) to any rating agency when required by it, *provided* that, prior to any such disclosure, such rating agency shall undertake to preserve the confidentiality of any Confidential Information relating to the Loan Parties received by it from such Lender, (e) in connection with any litigation or proceeding to which such Agent or such Lender or any of its Affiliates may be a party or (f) in connection with the exercise of any right or remedy under this Agreement or any other Loan Document.

SECTION 9.11. Marshalling; Payments Set Aside. Neither any Agent nor any Lender shall be under any obligation to marshal any assets in favor of any Loan Party or any other Person or against or in payment of any or all of the Obligations. To the extent that any Loan Party makes a payment or payments to the Administrative Agent or the Lenders (or to Administrative Agent, on behalf of the Lenders), or any Agent or Lender enforces any security interests or exercise its rights of setoff, and such payment or payments or the proceeds of such enforcement or setoff or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, any other state or federal law, common law or any equitable cause, then, to the extent of such recovery, the obligation or part thereof originally intended to be satisfied, and all Liens, rights and remedies therefor or related thereto, shall be revived and continued in full force and effect as if such payment or payments had not been made or such enforcement or setoff had not occurred.

SECTION 9.12. Patriot Act Notice. Each Lender and each Agent (for itself and not on behalf of any Lender) hereby notifies the Loan Parties that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of such Loan Party and other information that will allow such Lender or such Agent, as applicable, to identify such Loan Party in accordance with the Patriot Act. The Borrower shall, and shall cause each of its Subsidiaries to, provide such information and take such actions as are reasonably requested by any Agent or any Lender in order to assist the Agents and the Lenders in maintaining compliance with the Patriot Act.

SECTION 9.13. Jurisdiction, Etc. (a) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any of the other Loan Documents to which it is a party, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York State court or, to the fullest extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Except as provided in Section 9.16, nothing in this Agreement shall affect any right that any party may otherwise have to bring any action or

proceeding relating to this Agreement or any of the other Loan Documents in the courts of any jurisdiction.

(b) Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any of the other Loan Documents to which it is a party in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

SECTION 9.14. Governing Law. This Agreement and the Notes shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 9.15. Waiver of Jury Trial. Each of the Borrower, the Agents and the Lenders irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to any of the Loan Documents, the Loans or the actions of any Agent or any Lender in the negotiation, administration, performance or enforcement thereof.

SECTION 9.16. Limitation on Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS: (A) NONE OF THE ADMINISTRATIVE AGENT, THE LENDERS OR ANY INDEMNIFIED PARTY SHALL BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THEIR RESPECTIVE ACTIVITIES RELATED TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, THE TRANSACTIONS CONTEMPLATED THEREBY, THE TERM B LOANS, THE TERM C LOANS, THE REVOLVING CREDIT LOANS, OR OTHERWISE IN CONNECTION WITH THE FOREGOING; (B) WITHOUT LIMITING THE FOREGOING, NONE OF THE ADMINISTRATIVE AGENT, THE LENDERS OR ANY INDEMNIFIED PARTY SHALL BE SUBJECT TO ANY EQUITABLE REMEDY OR RELIEF, INCLUDING SPECIFIC PERFORMANCE OR INJUNCTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED THEREBY; (C) NONE OF THE ADMINISTRATIVE AGENT, THE LENDERS OR ANY INDEMNIFIED PARTY SHALL HAVE ANY LIABILITY TO THE LOAN PARTIES, FOR DAMAGES OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED THEREBY UNTIL THE EFFECTIVE DATE HAS OCCURRED; AND (D) IN NO EVENT SHALL LENDERS' LIABILITY TO THE LOAN PARTIES FOR FAILURE TO FUND ANY REVOLVING CREDIT LOAN EXCEED ACTUAL DIRECT DAMAGES INCURRED BY THE LOAN PARTIES OF UP TO $10,000,000 IN THE AGGREGATE.

SECTION 9.17. Acknowledgment and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other

agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any EEA Resolution Authority.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

NEW MACH GEN, LLC, as Borrower

By _____
Name:
Title:

MACH GEN GP, LLC,
as Guarantor

By _____
Name:
Title:

MILLENNIUM POWER PARTNERS, L.P.,
as Guarantor

By _____
Name:
Title:

NEW ATHENS GENERATING
COMPANY, LLC,
as Guarantor

By _____
Name:
Title:

CLMG CORP.,
as Administrative Agent

By _____
Name: James Erwin
Title: President

CLMG CORP.,
as First Lien Collateral Agent

By _____
Name: James Erwin
Title: President

BEAL BANK USA,
as Term B Lender

By _____
Name: Jacob Cherner
Title: Authorized Signatory

BEAL BANK USA,
as Term C Lender

By _____
Name: Jacob Cherner
Title: Authorized Signatory

BEAL BANK USA,
as Revolving Credit Lender

By _____
Name: Jacob Cherner
Title: Authorized Signatory

SCHEDULE I
TO
EXIT FIRST LIEN CREDIT AND GUARANTY AGREEMENT

COMMITMENTS AND LENDING OFFICES

Term B Lender	**Term B Commitment**	**Lending Office**
Beal Bank USA	$354,615,351.52	Beal Bank USA 1970 Village Center Circle Suite 1 Las Vegas, NV 89134 Send all notices and communications to: Beal Bank USA c/o CLMG Corp. 7195 Dallas Parkway Plano, Texas 75024 Attention: James Erwin Fax: (469) 467-5550 E-mail: jerwin@clmgcorp.com
Beal Bank, SSB	$93,452,747.06	Beal Bank, SSB 6000 Legacy Drive Plano, Texas 75024 Send all notices and communications to: Beal Bank, SSB 6000 Legacy Drive Plano, Texas 75024 Attention: James Erwin Fax: (469) 467-5550 E-mail: jerwin@clmgcorp.com
Term C Lender	**Term C Commitment**	**Lending Office**
Beal Bank USA	$[43,208,575.66][1]	Beal Bank USA 1970 Village Center Circle Suite 1 Las Vegas, NV 89134

[1] Assumes an 8/31/18 Effective Date.

		Send all notices and communications to: Beal Bank USA c/o CLMG Corp. 7195 Dallas Parkway Plano, Texas 75024 Attention: James Erwin Fax: (469) 467-5550 E-mail: jerwin@clmgcorp.com
Beal Bank, SSB	$[11,386,873.34][2]	Beal Bank, SSB 6000 Legacy Drive Plano, Texas 75024 Send all notices and communications to: Beal Bank, SSB 6000 Legacy Drive Plano, Texas 75024 Attention: James Erwin Fax: (469) 467-5550 E-mail: jerwin@clmgcorp.com
Revolving Credit Lender	**Revolving Credit Commitment**	**Lending Office**
Beal Bank USA	$7,914,318.22	Beal Bank USA 1970 Village Center Circle Suite 1 Las Vegas, NV 89134 Send all notices and communications to: Beal Bank USA c/o CLMG Corp. 7195 Dallas Parkway Plano, Texas 75024 Attention: James Erwin Fax: (469) 467-5550 E-mail: jerwin@clmgcorp.com
Beal Bank, SSB	$2,085,681.78	Beal Bank, SSB 6000 Legacy Drive

[2] Assumes an 8/31/18 Effective Date.

		Plano, Texas 75024 Send all notices and communications to: Beal Bank, SSB 6000 Legacy Drive Plano, Texas 75024 Attention: James Erwin Fax: (469) 467-5550 E-mail: jerwin@clmgcorp.com

SCHEDULE II
TO
EXIT FIRST LIEN CREDIT AND GUARANTY AGREEMENT

EFFECTIVE DATE PROJECT LCS[3]

Project	**Beneficiary**	**Amount**	**Date Issued/Last Amended**	**Current Expiry**	**Auto Renew**	**Issuing Bank**	**Letter of Credit #**
Millennium Power Partners, L.P.	Town of Charlton	3,706,836					
New Athens Generating Company, LLC	Greene County Industrial Development Agency	10,500,000					
New Athens Generating Company, LLC	New York State Public Service Commission	7,000,000					
New Athens Generating Company, LLC	Iroquois Gas Transmission System, L.P.	5,000,000					
	Total Outstanding	26,206,836					

[3] The remaining information will be provided as of the Effective Date.

SCHEDULE 2.07(b)
TO
EXIT FIRST LIEN CREDIT AND GUARANTY AGREEMENT

PIK INTEREST CALCULATION

Term B PIK Interest Calculation

Term B Loan - Sample Calculation	
$'s in 000's	
Aggregate Term B Principal	$448,068
Eurodollar Rate	2.77%
Applicable Margin	6.00%
Total Interest Rate	**8.77%**
Days in Interest Period	90
Applicable days in year	360
Total Term B Interest	**$9,824**
Eurodollar Rate	2.77%
Applicable Margin	2.50%
Minimum Cash Interest Rate	**5.27%**
Cash Payment Election	$0
Term B Minimum Cash Interest payment	$5,903
Cash Payment Election	$0
Term B Cash payment	**$5,903**
Term B Interest	$9,824
Term B Cash payment	$5,903
Term B Remaining Interest Amount	**$3,921**

Term C PIK Interest Calculation

Term C Loan - Sample Calculation	
$'s in 000's	
Aggregate Term C Principal	$54,576
Eurodollar Rate	2.77%
Applicable Margin	6.00%
Total Term C Interest Rate	**8.77%**
Days in Interest Period	90
Applicable days in year	360
Total Term C Interest	**$1,197**
Cash Payment Election	$0
Term C Remaining Interest Amount	**$1,197**

Revolving PIK Interest Calculation

Revolving Credit Loans - Sample Calculation

$'s in 000's	
Aggregate Revolving Credit Loans	$10,000
Eurodollar Rate	2.77%
Applicable Margin	6.00%
Total Interest Rate	**8.77%**
Days in Interest Period	90
Applicable days in year	360
Total Revolving Credit Loan Interest	**$219**
Eurodollar Rate	2.77%
Applicable Margin	2.50%
Minimum Cash Interest Rate	**5.27%**
Cash Payment Election	$0
Revolving Credit Loans Cash Interest payment	$132
Cash Payment Election	$0
Revolving Credit Loans Cash payment	**$132**
Term B Interest	$219
Revolving Credit Loans Cash payment	$132
Term B Remaining Interest Amount	**$88**

SCHEDULE 3.01(a)(iii)(F)
TO
EXIT FIRST LIEN CREDIT AND GUARANTY AGREEMENT

FIRST LIEN CONSENTS AND AGREEMENTS

Commodity Hedge and Power Sale Agreements:

None.

Other Material Contracts[4]:

1. First Lien Consent and Agreement, dated as of April 28, 2014, by and among Siemens Energy, Inc. (formerly known as Siemens Power Generation, Inc.), CLMG Corp., in its capacity as First Lien Collateral Agent Millennium Partners, L.P., New Athens Generating Company, LLC, and New Harquahala Generating Company, LLC.

2. First Lien Consent Agreement, dated as of April 28, 2014, by and among NAES Corporation, CLMG Corp., in its capacity as First Lien Collateral Agent, Millennium Power Partners, L.P., New Athens Generating Company, LLC, and New Harquahala Generating Company, LLC.

3. First Lien Consent Agreement, dated as of April 28, 2014, by and among Southbridge Associates II LLC, CLMG Corp., in its capacity as First Lien Collateral Agent, Millennium Power Partners, L.P.

[4] To the extent the underlying Material Contract will be in full force and effect as of the Effective Date.

SCHEDULE 4.01(b)
TO
EXIT FIRST LIEN CREDIT AND GUARANTY AGREEMENT

LOAN PARTIES

New MACH Gen, LLC
1780 Hughes Landing, Suite 800
The Woodlands, TX 77380
Formation Jurisdiction: Delaware
Tax ID: 20-1306738

New Athens Generating Company, LLC
9300 US Highway 9W
Athens, NY 12015
Formation Jurisdiction: Delaware
Tax ID: 65-1230156

Millennium Power Partners, L.P.
10 Sherwood Lane
Charlton, MA 01507
Formation Jurisdiction: Delaware
Tax ID: 52-1756688

MACH Gen GP, LLC
10 Sherwood Lane
Charlton, MA 01507
Formation Jurisdiction: Delaware
Tax ID: 20-1306738

SCHEDULE 4.01(c)
TO
EXIT FIRST LIEN CREDIT AND GUARANTY AGREEMENT

SUBSIDIARIES

New Athens Generating Company, LLC
Formation Jurisdiction: Delaware
Membership Interests: 100
% Membership Interests Held by Loan Parties: 100% by New MACH Gen, LLC

Millennium Power Partners, L.P.
Formation Jurisdiction: Delaware
Partnership Interests: 100
% Partnership Interests Held by Loan Parties: 99.5% by MACH Gen GP, LLC
0.5% by New MACH Gen, LLC

MACH Gen GP, LLC
Formation Jurisdiction: Delaware
Membership Interests: 100
% Membership Interests Held by Loan Parties: 100% by New MACH Gen, LLC

Note: All members hold common units of membership interests or partnership interests, as the case may be.

SCHEDULE 4.01(e)
TO
EXIT FIRST LIEN CREDIT AND GUARANTY AGREEMENT

GOVERNMENTAL APPROVALS AND AUTHORIZATIONS

ATHENS

1. State of New York, Board on Electric Generation Siting and the Environment, Opinion and Order Granting Certificate of Environmental Compatibility and Public Need, Case 97-F-1563, issued June 15, 2000.

2. NYSDEC, Article 19 Air Pollution Control & PSD Permit, DEC Permit No.: 4-1922-00055/00001, issued June 12, 2000.

3. NYSDEC, Title V Air Permit, DEC #: 4-1922-00055/00005, issued July 1, 2016 and expires June 30, 2021.

4. NYSDEC, State Pollutant Discharge Elimination System (SPDES) Discharge Permit, SPDES Number NY-0261009, issued June 12, 2000. Permit No. 4-1922-0005/00001, amended July 1, 2015 and expires on June 31, 2020.

5. NYSDEC, Water Withdrawal Non-Public Permit, Permit No.: 4-1922-00055/00006, issued July 19, 2016 and expires June 30, 2025.

6. U.S. Army Corps of Engineers, Section 10/404 Permit, Permit No.: 1997-16040, issued May 25, 2001.

7. FERC, FPA Section 204 blanket approval for issuance of securities and assumption of liabilities.

8. FERC, FPA Section 205 market-based rates authorization.

9. FERC, certification by Athens of EWG status, as determined under 18 CFR Part 366 and as set forth in a FERC Order issued in 2003.

10. FCC Radio Station Authorization, FCC Registration No. 0010917367, call Sign WQFC610, grant date: June 16, 2006, effective date: June 16, 2006, expiration date: June 15, 2026.

11. FCC Radio Station Authorization, FCC Registration No. 0010917367, call Sign WPXH251, grant date: March 29, 2013, effective date: April 25, 2014, expiration date: April 2, 2023.

12. State of New York Public Service Commission (a) Order Providing for Lightened Regulation, Case 99-E-1629, issued July 12, 2000, (b) Order Authorizing Issuance of Debt, Case 01-E-0816, issued July 30, 2001, (c) Order Approving Transfer and

Providing for Lightened Regulation, Case 03-E-0516, issued September 17, 2003 (d) Order Clarifying Prior Order, Case 06-E-1223 and Case 01-E-0816, issued November 15, 2006 and (e) Declaratory Ruling on a Transfer Transaction, Case 16-E-0401, issued September 19, 2016.

MILLENNIUM

13. MDEP Final 7.02 Air Quality Plan Approval, approved March 13, 2000, amended Final March 16, 2005, amended Final October 19, 2017.

14. MDEP Air (Title V) Operating Permit, issued March 25, 2005; Proposed Air (Title V) Operating Permit dated April 2, 2010 (application to renew has been filed with MDEP)

15. Southbridge Department of Public Works, Industrial User Discharge Permit No. 11, issued November 1, 1999, reissued October 28, 2004, reissued December 12, 2011, reissued February 2, 2017, expires February 1, 2022.

16. MADEP Water Withdrawal Permit #9P2-2-09-278.01, issued January 28, 1998, modified September 26, 2003, expires August 31, 2017 (application to extend has been filed with MADEP).

17. Massachusetts Energy Facilities Siting Board, Final Decision, issued November 3, 1997.

18. MADEP Final Massachusetts Budget Trading Program Emissions Control Plan Approval, approved December 9, 2008.

19. FERC, FPA Section 204 blanket approval for issuance of securities and assumption of liabilities.

20. FERC, FPA Section 205 market-based rates authorization.

21. FERC, certification by Millennium of EWG status, as determined under 18 CFR Part 366 and as set forth in a FERC Order issued in 2003.

22. FCC Radio Station Authorization, FCC Registration No. 0004679452, call Sign WPPB657, grant date: July 23, 2004, effective date: July 23, 2004, expiration date: October 7, 2024.

23. FCC Radio Station Authorization, FCC Registration No. 0004679452, call Sign WQCQ909, grant date: May 5, 2005, effective date: May 5, 2005, expiration date: May 5, 2025.

24. FCC Radio Station Authorization, FCC Registration No. 0004679452, call Sign WQAF336, grant date: May 3, 2004, effective date: May 3, 2004, expiration date: September 23, 2022.

SCHEDULE 4.01(o)
TO
EXIT FIRST LIEN CREDIT AND GUARANTY AGREEMENT

ENVIRONMENTAL DISCLOSURE

Part I – Non-compliance with Environmental Laws and Environmental Permits

None.

Part II – Properties on the NPL or CERCLIS or any analogous state or local list, or existence of Hazardous Materials on site in storage tanks, surface impoundments, septic tanks, pits, sumps or lagoons

ATHENS PROJECT
Indoor aboveground wastewater treatment tanks, including an ~8,000 gal. oil/water separator
Indoor concrete floor drains and wastewater treatment sump(s)
2 underground oil-water separators for stormwater discharge
1,500-gallon 50% sodium hydroxide solution AST
1,500-gallon caustic solution AST
2,500-gallon 37% to 42% ferric chloride solution AST
1,500-gallon caustic AST
500-gallon 94% sulfuric solution AST
A 4,000,000-gallon fuel oil AST (currently empty and closed with the State)
1,500-gallon 12% to 15% sodium hypochlorite solution AST
Three 9,100-gallon combustion turbine (CT) lube oil ASTs
Three 4,011-gallon steam turbine (ST) lube oil ASTs
Three 20,000-gallon 19% aqueous ammonia ASTs
A 500-gallon diesel AST
A 350-gallon diesel AST
Stormwater pond, which did contain rainwater mixed with propylene glycol (a non-hazardous substance that contribute to biological oxygen demand [BOD]) from a cooling system pipe leak.

MILLENNIUM PROJECT
Indoor concrete floor drains and wastewater sump(s)
An indoor underground oil-water separator for stormwater discharge
An empty 1,200,000-gallon No. 2 oil AST
A 20,300-gallon 19% aqueous ammonia AST
A 150-gallon aboveground oil/water separator (OWS)
A 6,500-gallon combustion turbine (CT) lube oil
A 1,000-gallon combustion turbine (CT) lube oil AST
A 4,700-gallon steam turbine (ST) lube oil AST
A 260-gallon lube oil AST
A 5,000-gallon sulfuric acid AST
A 4,400-gallon sodium hypochlorite AST
A 2,000-gallon water tower corrosion inhibitor AST

An 850-gallon water treatment AST
A 350-gallon diesel fuel AST

Part III – Investigations of disposal of Hazardous Materials

None.

SCHEDULE 4.01(r)
TO
EXIT FIRST LIEN CREDIT AND GUARANTY AGREEMENT

OWNED REAL PROPERTY

MILLENNIUM PROJECT					
Tax ID	**Owner of Record**	**Address**	**Acreage**	**Recording Info**	**County/State**
62-A-2	Millennium Power Partners, L.P. 4/98	10 Sherwood Ln – Town of Charlton	70.81	Deed Book 19877, Pg 74	Worcester, MA
62-A-3	Millennium Power Partners, L.P. 4/98	Southbridge Rd – Town of Charlton	1.82	Deed Book 79877, Pg 85	Worcester, MA
62-A-5	Millennium Power Partners, L.P. 4/98	10 Sherwood Ln – Town of Charlton	1.33	Deed Book 19877, Pg 81	Worcester, MA
62-A-6.1	Millennium Power Partners, L.P.	Southbridge Rd – Town of Charlton	60.84	Deed Book 19877, Pg 65	Worcester, MA

ATHENS PROJECT					
Tax ID	**Owner of Record**	**Address**	**Acreage**	**Recording Info**	**County/State**
104.00-3-28.21	New Athens Generating Company, LLC	Town of Athens – Vacant Land	49.99	Deed Book 1145, Pg 71	Greene, NY
121.00-3-21.21	New Athens Generating Company, LLC	Rt 9W – Vacant Land *(small portion of plant sits on this parcel)*	45.65	Deed Book 1145, Pg 71	Greene, NY
139.00-4-23	New Athens Generating Company, LLC	331 Rte 385 – Mfg housing (Ballard)	7.98	Deed Book 1145, Pg 71	Greene, NY
139.00-3-57	New Athens Generating Company, LLC	94 Thorpe Rd – Family Residential (Sopris)	5.68	Deed Book 1145, Pg 71	Greene, NY
139.00-3-55	New Athens Generating Company, L.P.	10 Hidden Dr – Family Residential (Stone House)	2.99	Deed Book 1145, Pg 71	Greene, NY
121.00-3-19.2-1	New Athens Generating Company, LLC	9300 US RT 9W (Warehouse)	0	Improvement Ownership only	Greene, NY

SCHEDULE 4.01(s)
TO
EXIT FIRST LIEN CREDIT AND GUARANTY AGREEMENT

LEASED REAL PROPERTY

ATHENS PROJECT
New Athens Generating Company, LLC
9300 US Highway 9W
Athens, NY 12015
County: Greene
Lessor: Greene County Industrial Development Agency
Lessee: New Athens Generating Company, LLC
Leased parcels are more particularly described in that certain Lease Agreement, dated December 1, 2001, amended and restated on May 1, 2003, by and between the Greene County Industrial Development Agency and Athens

MILLENNIUM PROJECT
Millennium Power Partners, L.P.
Dresser Hill Road (parcel of land off of this road)
Southbridge, Massachusetts 01550
County: Worcester
Lessor: Town of Southbridge
Lessee: Millennium Power Partners, L.P.
Leased parcels are more particularly described in that certain Lease Agreement, dated as of August 31, 1998, by and between the Town of Southbridge, Massachusetts and Millennium, as amended

SCHEDULE 4.01(t)
TO
EXIT FIRST LIEN CREDIT AND GUARANTY AGREEMENT

MATERIAL CONTRACTS

ATHENS PROJECT

- Niagara-Athens Interconnection Facility and Interconnection Facility Premises Lease, dated October 12, 2007, by and between Athens and Niagara Mohawk Power Corporation, expires December 30, 2023

- Interconnection Agreement, dated April 27, 2001, effective May 15, 2001, by and between Athens and Niagara Mohawk Power Corporation, expires March 1, 2031

- Special Protection System Engineering, Construction and Implementation Agreement, dated February 7, 2007, effective December 14, 2006, by and between Athens and Niagara Mohawk Power Corporation, d/b/a National Grid, amended and restated on December 21, 2012, effective June 31, 2014, expires June 31, 2024

- Interconnection Facilities Agreement, dated October 24, 2001, by and between Athens and Iroquois Gas Transmission System, LP, effective September 1, 2003, expires September 1, 2018

- Operations and Maintenance Agreement for the Athens Interconnection Facility, dated October 24, 2001, by and between Athens and Iroquois Gas Transmission System, LP

- Operational Balancing Agreement, dated October 24, 2001, by and between Athens and Iroquois Gas Transmission System, LP, effective January 7, 2003

- Second Amended and Restated Term Warranty Contract, effective as of July 25, 2016, by and between Siemens Energy, Inc. and Athens

- Lease Agreement, dated December 1, 2001, amended and restated on May 1, 2003, by and between the Greene County Industrial Development Agency and Athens, expires December 30, 2023

- Second Amended and Restated Operation and Maintenance Agreement between New Athens Generating Company, LLC and NAES Corporation dated as of January 1, 2013, as amended on March 1, 2015, extended on September 14, 2015, December 28, 2016, and December 22, 2017, expires December 31, 2018

- Payment in Lieu of Tax Agreement, dated as of May 1, 2003, by and between Greene County Industrial Development Agency and Athens, expires May 1, 2023

- PILOT Mortgage and Security Agreement, dated as of May 1, 2003, from Greene County Industrial Development Agency and Athens to Greene County Industrial Development Agency and recorded in Book 1710 at Page 281 in the Greene County Clerk's Office, Instrument No. 4289

- SPPA-T3000 Life Cycle Maintenance Program (LCMP), dated May 1, 2013, by and between Siemens Energy, Inc. and Athens, expires April 30, 2023

- Pipeline Crossing Agreement (No. NYC-038807), dated May 24, 2001, by and between CSX Transportation, Inc. and Athens Generating Company L.P., as amended by that Supplemental Agreement, dated February 14, 2002, expires May 31, 2024

- Wireline Crossing Agreement (No. NYC-039224), dated May 24, 2001, by and between CSX Transportation, Inc. and Athens Generating Company L.P., as amended by that Supplemental Agreement, dated February 14, 2002, expires May 31, 2024

- Power Sales and Energy Management Agreement, dated September 1, 2016, as amended on September 1, 2016, February 20, 2018, March 31, 2018, April 30, 2018 and May 31, 2018, by and between Talen Energy Marketing, LLC and Athens

MILLENNIUM PROJECT

- Interconnection Service Agreement, dated November 26, 1997, by and between Millennium and New England Power Company

- Service Agreement for Network Integration Transmission Service, effective February 1, 2002, by and between Millennium and New England Power Company

- Letter Agreement, dated November 6, 1997, by and between Millennium and Tennessee Gas Pipeline Company

- Balancing Agreement, dated March 15, 2000, by and between Millennium and Tennessee Gas Pipeline Company

- Second Amended and Restated Term Warranty Contract, effective as of July 25, 2016, by and between Siemens Energy, Inc. and Millennium

- Lease, dated as of August 31, 1998 by and between the Town of Southbridge, Massachusetts and Millennium, as amended

- Agreement, dated as of March 6, 1997, by and between Millennium and Town of Charlton, Massachusetts, expires July 1, 2021

- Decommissioning Agreement, dated November 25, 1997, by and between Millennium and Town of Charlton, Massachusetts, expires July 1, 2020

- Second Amended and Restated Operation and Maintenance Agreement between Millennium Power Partners, L.P. and NAES Corporation dated as of January 1, 2013, as amended on March 1, 2015, extended on September 14, 2015, December 28, 2016, and December 22, 2017, expires December 31, 2018

- Water Supply Agreement, dated January 5, 1998, by and between Millennium and the Town of Southbridge, MA, expires January 5, 2028

- Agreement, dated November 5, 1998, by and between Millennium and the Town of Southbridge, MA

- Amended and Restated Water Rights Agreement, dated January 24, 2014, by and between Millennium and Southbridge Associates II, LLC

- Water Withdrawal Registration Partial Transfer Agreement, dated June 5, 1997, by and between Millennium and American Optical Corporation (f/k/a American Optical Company)

- Water and Water Return Line Easement Agreement, dated January 29, 1999, by and between Millennium and Southbridge Associates Limited Partnership

- Water and Return Line Easement Agreement, dated February 25, 1998, by and between Millennium and Schott North America (f/k/a Schott Fiber Optic, Inc.), as amended by First Amendment to Water and Water Return Line Easement Agreement, dated as of February 19, 1999

- Market Participant Service Agreement, dated February 1, 2005, by and between Millennium and ISO New England Inc.

- Letter Agreement, dated September 1, 2011, by and between Millennium and Southbridge Associates II, LLC, with an additional Letter Agreement, dated September 24, 2013, by and between Millennium and Southbridge Associates II, LLC

- SPPA-T3000 Life Cycle Maintenance Program (LCMP), dated March 13, 2015, by and between Siemens Energy, Inc. and Millennium, expires December 31, 2024

- Power Sales and Energy Management Agreement, dated August 4, 2016, as amended on August 3, 2016, February 20, 2018, March 31, 2018, April 30, 2018 and May 31, 2018, by and between Talen Energy Marketing, LLC and Millennium

SCHEDULE 5.01(d)
TO
EXIT FIRST LIEN CREDIT AND GUARANTY AGREEMENT

INSURANCE

Defined terms used in this Schedule 5.01(d) (the "Schedule") and not otherwise defined herein shall have the meanings set forth in the Exit First Lien Credit and Guaranty Agreement dated as of [_____], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among NEW MACH GEN, LLC, a Delaware limited liability company, as Borrower, the Guarantors, the Lenders party thereto, CLMG Corp., as First Lien Collateral Agent, and CLMG Corp., as Administrative Agent.

1. The Borrower shall maintain, or cause to be maintained on its behalf and on behalf of its Subsidiaries, in effect at all times, the types of insurance set forth below, in form reasonably acceptable to the Administrative Agent and the First Lien Collateral Agent, with insurance carriers authorized to do business in the applicable states and rated "A- (size X)" or better by A.M. Best's Insurance Guide and Key Ratings (or an equivalent rating by another nationally recognized insurance rating agency of similar standing if A.M. Best's Insurance Guide and Key Ratings shall no longer be published), or insurance companies of similar size with a financial strength rating of "A" or better by S&P or other insurance companies of recognized responsibility satisfactory to the Administrative Agent and the First Lien Collateral Agent:

   a. Commercial general liability insurance for the Projects on an "occurrence" policy form or AEGIS or comparable claims-first-made form, including coverage for property damage and bodily injury for premises/operations, explosion, collapse and underground hazards, products/completed operations, broad form property damage, blanket contractual liability, independent contractors and personal injury, with primary coverage limits of no less than $1,000,000 for injuries or death to one or more persons or damage to property resulting from any one occurrence and a $2,000,000 annual aggregate limit. Deductibles in excess of $1,000,000 shall be subject to review and approval of the Administrative Agent and the First Lien Collateral Agent.

   b. Automobile liability insurance, including coverage for owned, non-owned and hired automobiles for both bodily injury and property damage and containing appropriate no-fault insurance provisions or other endorsements in accordance with state legal requirements, with limits of no less than $1,000,000 per accident with respect to bodily injury, property damage or death. Deductibles in excess of $250,000 shall be subject to review and approval of the Administrative Agent and the First Lien Collateral Agent.

c. If exposure exists, worker's compensation insurance on a guaranteed cost basis and employer's liability insurance, with a limit of not less than $1,000,000, disability benefits insurance and such other forms of insurance which the Borrower is required by law to provide for the Projects, providing statutory benefits, other states', USL&H and Jones Act endorsements (where exposure exists), covering loss resulting from injury, sickness, disability or death of the employees of Borrower. Deductibles in excess of $1,000,000 shall be subject to review and approval of the Administrative Agent and the First Lien Collateral Agent.

d. If exposure exists, aircraft/watercraft liability for all owned, hired, chartered or non-owned aircraft (fixed wing or rotary) and or/ watercraft liability with a limit of $50,000,000 each accident and hull physical damage cover with limits equivalent to the full value of the aircraft.

e. Umbrella / excess liability insurance of not less than $35,000,000 per occurrence and in the aggregate at all times, including sudden and accidental pollution shall be maintained at all times. Such coverages shall be on an occurrence policy form or AEGIS or comparable claims-first-made form and over and above coverages provided by the policies described in paragraphs (a), (b) and (c) above and shall not contain endorsements which restrict coverages as set forth in paragraphs (a), (b) and (c) above, and which are provided in the underlying policies.

f. "All risk" property insurance coverage for the Projects' insurable assets in the amount not less than full replacement cost or a blanket loss limit equal to the highest replacement cost values at any one location with no coinsurance penalty, with no deduction for depreciation and providing, without limitation: coverages against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, terrorism (with form acceptable to the Administrative Agent and the First Lien Collateral Agent), sabotage, malicious mischief, aircraft, vehicles, smoke, other risks from time to time included under "all risk" or "extended coverage" policies, earthquake, flood and named windstorm, each subject to a per occurrence and annual aggregate sublimit of $400,000,000; for all locations, collapse, sinkhole, subsidence and such other perils as Administrative Agent and the First Lien Collateral Agent, after consultation with the independent insurance consultant and the Borrower, may from time to time require to be insured.

g. Insurance that the Secured Parties and the Borrower may, from time to time, agree in writing to require with (i) a sublimit of not less than $10,000,000 (non-aggregated) for on-site clean-up and/or debris removal required as a result of the occurrence of an insured risk; (ii) off-site coverage with a per occurrence limit of $10,000,000; (iii) transit coverage (including ocean cargo where ocean transit exposure exists) with a per occurrence limit of not less than $10,000,000 or such

higher amount as to cover replacement cost of property at risk; (iv) expediting insurance in an amount not less than $10,000,000; and (v) machinery breakdown coverage on a "comprehensive" basis including breakdown and repair with limits not less than the full replacement cost of the insured objects. Property insurance coverage shall not contain an exclusion for freezing, mechanical breakdown or resultant damage caused by faulty workmanship, design or materials. The policy shall allow the Borrower the option to not repair, rebuild or replace damaged property following a covered loss, subject to policy conditions on valuation in the event that the Borrower does elect to not repair, rebuild or replace damaged property.

h. The policy/policies required in "f" above shall include a sublimit of not less than $10,000,000 for increased cost of construction coverage, debris removable, and building ordinance coverage to pay for loss of "undamaged" property which may be required to be replaced due to enforcement of local, state, or federal ordinances.

i. All such policies required in "f," "g" and "h" above may have deductibles of not greater than $5,000,000 for physical damage per occurrence all locations, except for earthquake, flood and named windstorm.

j. Pollution Legal Liability of not less than $2,000,000 per occurrence and in the aggregate including preexisting and new conditions for on-site and off-site cleanup, bodily injury and property damage. Such cover shall be in such form and with such deductibles as acceptable to the Administrative Agent and the First Lien Collateral Agent.

k. Such other or additional insurance (as to risks covered, policy amounts, policy provisions or otherwise) as, under Prudent Industry Practice, are from time to time insured against for property and facilities similar in nature, use and location to the Projects which the Administrative Agent or the First Lien Collateral Agent may reasonably require.

2. In the event any insurance (including the limits or deductibles thereof) hereby required to be maintained, other than insurance required by law to be maintained shall not be available or commercially feasible in the commercial insurance market, the Secured Parties shall not unreasonably withhold their agreement to waive such requirement to the extent the maintenance thereof is not so available; provided, however, that: (i) the Borrower shall first request any such waiver in writing ten (10) Business Days prior to the policy renewal, which request shall be accompanied by written reports prepared by the Borrower's insurance broker and the independent insurance consultant certifying that such insurance is not reasonably available and commercially feasible in the commercial insurance market for electric generating plants of similar type and capacity (and, in any case

where the required amount is not so available, certifying as to the maximum amount which is so available) and explaining in detail the basis for such conclusions, such insurance advisers and the form and substance of such reports to be reasonably acceptable to the Administrative Agent and the First Lien Collateral Agent; (ii) at any time after the granting of any such waiver, the Administrative Agent and the First Lien Collateral Agent may request, and the Borrower shall furnish to the Administrative Agent and the First Lien Collateral Agent within fifteen (15) days after such request, supplemental reports reasonably acceptable to the Administrative Agent and the First Lien Collateral Agent from such insurance advisers updating their prior reports and reaffirming such conclusion; and (iii) any such waiver shall be effective only so long as such insurance shall not be available and commercially feasible in the commercial insurance market, it being understood that the failure of the Borrower to timely furnish any such supplemental report shall be conclusive evidence that such waiver is no longer effective because such condition no longer exists, but that such failure is not the only way to establish such non-existence.

3. Endorsements. Policies issued pursuant hereto shall contain the following or equivalent unless waived by Administrative Agent and the First Lien Collateral Agent with the consent of the Secured Parties in accordance with the Credit Agreement. All policies of liability insurance required to be maintained shall be endorsed as follows: (i) to name the Borrower or the Guarantors, as applicable, and its respective officers and employees as named insureds, and to name the Administrative Agent, the First Lien Collateral Agent and the Secured Parties and their respective officers and employees as additional insureds; (ii) to provide a severability of interests and cross liability clause; and (iii) to provide that the insurance shall be primary and not excess to or contributing with any insurance or self-insurance maintained by the Secured Parties.

4. Waiver of Subrogation. The Borrower and each of its Subsidiaries hereby waives any and every claim for recovery from the Secured Parties, the Administrative Agent and the First Lien Collateral Agent for any and all loss or damage covered by any of the insurance policies to be maintained under the Loan Documents to the extent that such loss or damage is recovered under any such policy. Inasmuch as the foregoing waiver will preclude the assignment of any such claim to the extent of such recovery, by subrogation (or otherwise), to an insurance company (or other Person), the Borrower shall give written notice of the terms of such waiver to each insurance company which has issued, or which may issue in the future, any such policy of insurance (if such notice is required by the insurance policy) and shall cause each such insurance policy to be properly endorsed by the issuer thereof to, or to otherwise contain one or more provisions that, prevent the invalidation of the insurance coverage provided thereby by reason of such waiver. Insurer to provide that there shall be no recourse against any Secured Party for payment of premiums or other amounts with respect thereto.

5. Additional Provisions.

a. Loss Notification: The Borrower shall promptly notify the Administrative Agent and the First Lien Collateral Agent of any Casualty Event likely to give rise to a claim under the physical damage insurance policy for an amount in excess of $5,000,000.

b. Payment of Loss Proceeds: The all-risk, property, machinery, marine cargo, transit, physical damage and other applicable first party insurance policies shall include a standard lender's 438 BFU loss payable endorsement (or other acceptable endorsement) in favor of the First Lien Collateral Agent and shall name the First Lien Collateral Agent as sole loss payee.

c. The loss payable endorsement described in the previous paragraph shall contain non-vitiation language reasonably acceptable to the Administrative Agent and the First Lien Collateral Agent which shall provide that in the event that any of the Loan Parties performs a vitiating act that might otherwise void coverage, the coverage will remain in full force and effect for the benefit of the Secured Parties.

d. Loss Adjustment and Settlement: A loss under any of the first party policies (including property and machinery) shall be adjusted with the insurance companies, including the filing in a timely manner of appropriate proceedings, by the Borrower, subject to the approval of the Administrative Agent and the First Lien Collateral Agent, which shall be not unreasonably withheld or delayed, for any claims incurred above an annual cumulative claim amount of $5,000,000. In addition, the Borrower may in its reasonable judgment consent to the settlement of any loss, provided that in the event that the amount of the loss exceeds $5,000,000 the terms of such settlement are approved by the Administrative Agent and the First Lien Collateral Agent (which approval shall not be unreasonably withheld or delayed).

e. In the event that any Loan Party fails to respond in a timely and appropriate manner (as reasonably determined by the Administrative Agent and the First Lien Collateral Agent) to take any steps necessary or reasonably requested by the Administrative Agent or the First Lien Collateral Agent to collect from any insurers for any loss covered by any insurance required to be maintained by this Schedule, the Administrative Agent and the First Lien Collateral Agent shall have the right to make all proofs of loss, adjust all claims and/or receive all or any part of the proceeds of the foregoing insurance policies, either in its own name or the name of the Borrower; provided, however, that such Loan Party shall, upon the Administrative Agent's or the First Lien Collateral Agent's request and at such Loan Party's own cost and expense, make all proofs of loss and take all other steps necessary or reasonably requested by the

Administrative Agent or the First Lien Collateral Agent, as the case may be, to collect from insurers for any loss covered by any insurance required to be obtained by this Schedule.

f. Policy Cancellation and Change: All policies of insurance required to be maintained pursuant to this Schedule shall be endorsed so that if at any time they should be canceled, or coverage be materially reduced, such cancellation or reduction shall not be effective as to the Secured Parties for forty-five (45) days, except for non-payment of premium which shall be for ten (10) days, after receipt by the Administrative Agent and the First Lien Collateral Agent of written notice from such insurer (or the Borrower's insurance broker) of such cancellation or reduction. Such policy provisions shall also provide that in the event the Borrower fails to pay the premium, the First Lien Collateral Agent and the Administrative Agent shall have the right (but not the obligation) to pay the premium and continue coverage. Suspension of coverage for machinery breakdown for specific equipment due to the insurers exercising a suspension clause will be immediate but the Borrower or its insurance broker shall provide immediate written notification as soon as coverage is suspended.

g. Miscellaneous Policy Provisions: The all-risk, property and machinery insurance policies shall (A) not include any annual or term aggregate limits of liability or clause requiring the payment of an additional premium to reinstate the limits after loss except as regards the insurance applicable to the perils of flood, earth movement, named windstorm, and (subject to agreement with the Administrative Agent and the First Lien Collateral Agent) sabotage and terrorism, (B) include the Administrative Agent and the First Lien Collateral Agent as additional insured on behalf of the Secured Parties in all policies (where permitted by applicable law), and (C) include a clause requiring the insurer to make final payment on any claim within ninety (90) days after the submission of final proof of loss and its acceptance by the insurer.

6. Separation of Interests: All liability policies shall insure the interests of the Secured Parties regardless of any breach or violation by the Loan Parties, or any other Person of warranties, declarations or conditions contained in such policies, or any action or inaction of the Loan Parties. This provision may be satisfied with a policy endorsement acceptable to the Administrative Agent and the First Lien Collateral Agent with the advice of their independent insurance consultant.

7. Reinstatement or Replacement of Limits: In the event that the insurance policies for this transaction are also insuring other assets that are not part of this transaction, in the event that limits or sub limits (including any aggregated limits or sub limits) are eroded due to losses at other locations, the Loan Parties shall immediately have the limits or sub limits reinstated or replaced for the benefit of the assets in this transaction.

8. Evidence of Insurance. On the Effective Date and on an annual basis within 15 days of each policy anniversary, the Borrower shall furnish the Administrative Agent and First Lien Collateral Agent with (i) certification of all required insurance marked "premium paid" or accompanied by other evidence of payment reasonably satisfactory to the Administrative Agent and the First Lien Collateral Agent and (ii) a schedule of the insurance policies held by or for the benefit of the Loan Parties and required to be in force by the provisions of this Schedule. Such certification shall be executed by each insurer or by an authorized representative of each insurer where it is not practical for such insurer to execute the certificate itself Such certification shall identify carriers, the type of insurance, the insurance limits and the policy term and shall specifically list the special provisions enumerated for such insurance required by this Schedule. The schedule of insurance shall include the name of the insurance company, policy number, type of insurance, major limits of liability and expiration date of the insurance policies. Upon reasonable prior written request, the Borrower and each of the Guarantors will (i) permit the Administrative Agent and the First Lien Collateral Agent to inspect copies of all insurance policies at the office of the Borrower or the Guarantors during normal business hours and (ii) furnish the Administrative Agent and the First Lien Collateral Agent with copies of all binders and cover notes or other evidence of such insurance relating to the insurance required to be maintained hereunder, provided that after the occurrence of any Default or any Event of Default, upon request, the Borrower will furnish the Administrative Agent and the First Lien Collateral Agent with copies of the insurance policies relating to the Projects.

9. Reports. Concurrently with the furnishing of the certification referred to in Paragraph 8 above, the Borrower shall furnish the Administrative Agent and the First Lien Collateral Agent with a letter from its insurance broker, signed by an officer of the insurance broker, stating that in the opinion of the insurance broker, the insurance then carried or to be renewed is in accordance with the terms of this Schedule. Such report shall not be subject to any non-customary qualification with respect to the scope of review or the information made available.

10. Failure to Maintain Insurance. In the event the Borrower fails to maintain, or fails to cause to be maintained the full insurance coverage required by this Schedule, the Administrative Agent or the First Lien Collateral Agent, upon thirty (30) days' prior notice (unless the aforementioned insurance would lapse within such period, in which event notice should be given as soon as reasonably possible) to the Borrower of any such failure, may (but shall not be obligated to) take out the required policies of insurance and pay the premiums on the same. All amounts so advanced therefore by the Administrative Agent or the First Lien Collateral Agent shall become an additional Obligation of the Borrower, and the Borrower shall forthwith pay such amounts to the Administrative Agent, together with Default Interest thereon from the date so advanced until fully paid.

11. No Duty of First Lien Collateral Agent to Verify or Review. No provision of this Schedule or any provision of any Loan Document shall impose on the Administrative Agent, the First Lien Collateral Agent or any Secured Party any duty or obligation to verify the existence or adequacy of the insurance coverage maintained pursuant to this Schedule, nor shall the Administrative Agent, the First Lien Collateral Agent or any Secured Party be responsible for any representations or warranties made by or on behalf of the Borrower to any insurance company or underwriter. Any failure on the part of the Administrative Agent, the First Lien Collateral Agent or any Secured Party to pursue or obtain the evidence of insurance required by this Agreement and/or failure of the Administrative Agent, the First Lien Collateral Agent or any Secured Party to point out any non-compliance of such evidence of insurance shall not constitute a waiver of any of the insurance requirements in this Agreement.

12. Foreclosure. In the event of a foreclosure of any of the Projects under any Loan Document or other transfer of a title to any of the Projects in extinguishment in whole or in part of the Obligations, all right, title and interest of the Loan Party in and to the insurance policies then in force concerning such Project and all proceeds payable thereunder shall thereupon vest in the Administrative Agent or the purchaser at such foreclosure or other transferee in the event of such other transfer of title.

13. Notice of Injurious Exposure to Conditions. It is agreed that failure of any agent, servant, or employee of the insured other than the owner, partner of any partnership, or an officer of the insured to notify the company of any occurrence of which he has knowledge shall not invalidate the insurance afforded by this policy as respects the named insured and additional insureds.

14. No Coinsurance. All insurance coverage shall be on a "no coinsurance or self-insurance/replacement cost" basis and in such form (including the form of the loss payable clauses) as shall be acceptable to Administrative Agent and the First Lien Collateral Agent (which acceptance shall not be unreasonably withheld).

15. Claims Made Forms. In the event that any policy is written on a "claims-made" basis and such policy is not renewed or the retroactive date of such policy is to be changed, the Borrower shall obtain for each such policy or policies the broadest basic and supplemental extended reporting period coverage ("tail" coverage) or prior acts coverage ("nose" coverage) as is reasonably available in the commercial insurance market for each such policy or policies and shall provide Administrative Agent and the First Lien Collateral Agent with proof that such extended reporting period coverage or prior acts coverage has been obtained.

EXHIBIT A-1

FORM OF
REVOLVING CREDIT NOTE

$[_____] Dated: [_____]

FOR VALUE RECEIVED, the undersigned, NEW MACH GEN, LLC, a Delaware limited liability company (the "***Borrower***"), HEREBY PROMISES TO PAY [_____], or its registered assigns (the "***Lender***") for the account of its Lending Office (as defined in the Credit Agreement referred to below) on the Revolving Credit Termination Date (as defined in the Credit Agreement referred to below) the aggregate principal amount of the Revolving Credit Loans (as defined below) owing to the Lender by the Borrower pursuant to the Exit First Lien Credit and Guaranty Agreement, dated as of [●], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"; terms defined therein, unless otherwise defined herein, being used herein as therein defined), among the Borrower, the Guarantors, the Lenders party thereto, CLMG Corp., as First Lien Collateral Agent, and CLMG Corp., as Administrative Agent.

The Borrower promises to pay interest on the unpaid principal amount of each Revolving Credit Loan from the date of such Revolving Credit Loan until such principal amount is paid in full, at such interest rates, and payable at such times, as are specified in the Credit Agreement.

Both principal and interest are payable in lawful money of the United States of America to the Administrative Agent, not later than 11:00 A.M. (New York City time) on the day when due at the Administrative Agent's Account in same day funds. Each Revolving Credit Loan owing to the Lender by the Borrower, and all payments made on account of principal thereof, shall be recorded by the Lender and, prior to any transfer hereof, endorsed on the grid attached hereto, which is part of this Revolving Credit Note; *provided*, *however*, that the failure of the Lender to make any such recordation or endorsement shall not affect the Obligations of the Borrower under this Revolving Credit Note.

This Revolving Credit Note is one of the Notes referred to in, and is entitled to the benefits of, the Credit Agreement. The Credit Agreement, among other things, (i) provides for the making of loans (the "***Revolving Credit Loans***") by the Lender to or for the benefit of the Borrower from time to time in an aggregate amount not to exceed at any time outstanding the U.S. dollar amount first above mentioned, the indebtedness of the Borrower resulting from each such Revolving Credit Loan being evidenced by this Revolving Credit Note, and (ii) contains provisions for acceleration of the maturity hereof upon the happening of certain stated events and also for prepayments on account of principal hereof prior to the maturity hereof upon the terms and conditions therein specified. The obligations of the Borrower under this Revolving Credit Note and the other Loan Documents, and the obligations of the other Loan Parties under the Loan Documents, are secured by the Collateral as provided in the Loan Documents.

This Revolving Credit Note shall be governed by, and construed in accordance with, the laws of the State of New York.

NEW MACH GEN, LLC

By _____
Name:
Title:

LOANS AND PAYMENTS OF PRINCIPAL

Date	Amount of Loan	Amount of Principal Paid or Prepaid	Unpaid Principal Balance	Notation Made By

EXHIBIT A-2

FORM OF
TERM B NOTE

$[_____] Dated: [_____]

FOR VALUE RECEIVED, the undersigned, NEW MACH GEN, LLC, a Delaware limited liability company (the "***Borrower***"), HEREBY PROMISES TO PAY [_____] or its registered assigns (the "***Lender***") for the account of its Lending Office (as defined in the Credit Agreement referred to below) the aggregate principal amount of $[_____] ([_____] DOLLARS AND NO CENTS) (the "***Term B Loan***") pursuant to the Exit First Lien Credit and Guaranty Agreement, dated as of [●], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"; terms defined therein, unless otherwise defined herein, being used herein as therein defined), among the Borrower, the Guarantors, the Lenders party thereto, CLMG Corp., as First Lien Collateral Agent, and CLMG Corp., as Administrative Agent, on the dates and in the amounts provided in the Credit Agreement and in any event in full on the Term B Maturity Date.

The Borrower promises to pay interest on the unpaid principal amount of the Term B Loan from the date of such Term B Loan until such principal amount is paid in full, at such interest rates, and payable at such times, as are specified in the Credit Agreement.

Both principal and interest are payable in lawful money of the United States of America to the Administrative Agent, not later than 11:00 A.M. (New York City time) on the day when due at the Administrative Agent's Account in same day funds. The Term B Loan owing to the Lender by the Borrower, and all payments made on account of principal thereof, shall be recorded by the Lender and, prior to any transfer hereof, endorsed on the grid attached hereto, which is part of this Term B Note; *provided*, *however*, that the failure of the Lender to make any such recordation or endorsement shall not affect the Obligations of the Borrower under this Term B Note.

This Term B Note is one of the Notes referred to in, and is entitled to the benefits of, the Credit Agreement. The Credit Agreement, among other things, contains provisions for acceleration of the maturity hereof upon the happening of certain stated events and also for prepayments on account of principal hereof prior to the maturity hereof upon the terms and conditions therein specified. The obligations of the Borrower under this Term B Note and the other Loan Documents, and the obligations of the other Loan Parties under the Loan Documents, are secured by the Collateral as provided in the Loan Documents.

This Term B Note shall be governed by, and construed in accordance with, the laws of the State of New York.

NEW MACH GEN, LLC

By _____
Name:
Title:

EXHIBIT A-3

FORM OF
TERM C NOTE

$[_____] Dated: [_____]

FOR VALUE RECEIVED, the undersigned, NEW MACH GEN, LLC, a Delaware limited liability company (the "***Borrower***"), HEREBY PROMISES TO PAY [_____] or its registered assigns (the "***Lender***") for the account of its Lending Office (as defined in the Credit Agreement referred to below) the aggregate principal amount (the "***Term C Loan***") of $[_____] ([_____] DOLLARS AND NO CENTS), plus PIK Interest in respect of the Term B Loans, the Term C Loans and the Revolving Credit Loans that is added to the principal amount of the Term C Loans in accordance with Section 2.07(b) of the Credit Agreement (as defined below), pursuant to the Exit First Lien Credit and Guaranty Agreement, dated as of [●], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"; terms defined therein, unless otherwise defined herein, being used herein as therein defined), among the Borrower, the Guarantors, the Lenders party thereto, CLMG Corp., as First Lien Collateral Agent, and CLMG Corp., as Administrative Agent, on the dates and in the amounts provided in the Credit Agreement and in any event in full on the Term C Maturity Date.

The Borrower promises to pay interest on the unpaid principal amount of the Term C Loan from the date of such Term C Loan until such principal amount is paid in full, at such interest rates, and payable at such times, as are specified in the Credit Agreement.

Both principal and interest are payable in lawful money of the United States of America to the Administrative Agent, not later than 11:00 A.M. (New York City time) on the day when due at the Administrative Agent's Account in same day funds. The Term C Loan owing to the Lender by the Borrower, and all payments made on account of principal thereof, shall be recorded by the Lender and, prior to any transfer hereof, endorsed on the grid attached hereto, which is part of this Term C Note; *provided*, *however*, that the failure of the Lender to make any such recordation or endorsement shall not affect the Obligations of the Borrower under this Term C Note.

This Term C Note is one of the Notes referred to in, and is entitled to the benefits of, the Credit Agreement. The Credit Agreement, among other things, contains provisions for acceleration of the maturity hereof upon the happening of certain stated events and also for prepayments on account of principal hereof prior to the maturity hereof upon the terms and conditions therein specified. The obligations of the Borrower under this Term C Note and the other Loan Documents, and the obligations of the other Loan Parties under the Loan Documents, are secured by the Collateral as provided in the Loan Documents.

This Term C Note shall be governed by, and construed in accordance with, the laws of the State of New York.

NEW MACH GEN, LLC

By _____
Name:
Title:

EXHIBIT B

FORM OF
NOTICE OF BORROWING

NOTICE OF BORROWING

Dated: [_____][1]

CLMG Corp.,
as Administrative Agent for the Lenders party
to the Credit Agreement referred to below
7195 Dallas Parkway
Plano, Texas 75024
Attention: James Erwin
Fax: (469) 467-5550
E-mail: jerwin@clmgcorp.com

Ladies and Gentlemen:

The undersigned, NEW MACH GEN, LLC, a Delaware limited liability company (the "***Borrower***"), refers to the Exit First Lien Credit and Guaranty Agreement, dated as of [●], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"; capitalized terms being used herein but which are otherwise undefined having the meaning given to them in the Credit Agreement), among the Borrower, the Guarantors, the Lenders party thereto, CLMG Corp., as First Lien Collateral Agent, and CLMG Corp., as Administrative Agent, and certain other Persons party thereto from time to time, and hereby gives you notice, irrevocably, pursuant to Section 2.02 of the Credit Agreement that the undersigned hereby requests a Borrowing under the Credit Agreement (the "***Proposed Borrowing***"), and in connection with such request the Borrower sets forth below the information relating to the Proposed Borrowing as required by Section 2.02 of the Credit Agreement:

(i) The Business Day of the Proposed Borrowing is [_____], 20[__].

(ii) The Facility under which the Proposed Borrowing is requested is the [_____] Facility.

(iii) The aggregate amount of the Proposed Borrowing is $[_____].

(iv) The initial Interest Period for the Proposed Borrowing shall commence on the Business Day of the Proposed Borrowing and shall end on [_____], 20[__].

The undersigned, solely on behalf of the Borrower and not in any individual capacity, hereby certifies that the following statements are true on the date hereof, and will be true on the date of the Proposed Borrowing:

(A) The representations and warranties contained in each Loan Document are true and correct in all material respects on and as of the date of the Proposed Borrowing, before and after giving effect to the Proposed Borrowing (and the application of the proceeds therefrom), as though made on and as of such date, except to the extent such representations and warranties expressly relate to an

[1] Insert date of Notice of Borrowing, which shall be not later than the third (3rd) Business Day prior to the Proposed Borrowing (or such later date and time as agreed in writing prior to such Borrowing by the Administrative Agent), as applicable pursuant to Section 2.02(a), (b) and (c).

earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date); *provided*, that if a representation and warranty is qualified as to materiality, with respect to such representation and warranty, the materiality qualifier set forth in this clause (A) shall be disregarded.

(B) No Default has occurred and is continuing, or would result from the Proposed Borrowing (and the application of the proceeds therefrom).

Delivery of an executed counterpart of this Notice of Borrowing by telecopier or other electronic means shall be effective as delivery of an original executed counterpart of this Notice of Borrowing.

Very truly yours,

NEW MACH GEN, LLC

By _____
Name:
Title:

EXHIBIT C

FORM OF
ASSIGNMENT AND ACCEPTANCE

Reference is made to the Exit First Lien Credit and Guaranty Agreement, dated as of [●], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"; the terms defined therein, unless otherwise defined herein, being used herein as therein defined), among New MACH Gen, LLC, a Delaware limited liability company (the "***Borrower***"), the Guarantors, the Lenders party thereto, CLMG Corp., as First Lien Collateral Agent, and CLMG Corp., as Administrative Agent.

Each assignor referred to on Schedule 1 hereto (each, an "***Assignor***") and each assignee referred to on Schedule 1 hereto (each, an "***Assignee***") agrees severally with respect to all information relating to it and its assignment hereunder and on Schedule 1 hereto as follows:

(1) Such Assignor hereby sells and assigns, without recourse except as to the representations and warranties made by it herein, to such Assignee, and such Assignee hereby purchases and assumes from such Assignor, an interest in and to such Assignor's rights and obligations under the Credit Agreement as of the date hereof equal to the percentage interest specified on Schedule 1 hereto of all outstanding rights and obligations under the Credit Agreement in respect of the [Facility or Facilities] specified on Schedule 1 hereto. After giving effect to such sale and assignment, such Assignee's Commitments and the amount of the Loans owing to such Assignee will be as set forth on Schedule 1 hereto.

(2) Such Assignor (i) represents and warrants that its name set forth on Schedule 1 hereto is its legal name, that it is the sole legal and beneficial owner of the interest or interests being assigned by it hereunder and that such interest or interests are free and clear of any adverse claim, including, without limitation, any Lien, participation or other legal or beneficial interest of another Person; (ii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with any Loan Document by any Person other than Assignor or the execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, any Loan Document or any other instrument or document furnished pursuant thereto; (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under any Loan Document or any other instrument or document furnished pursuant thereto; and (iv) attaches the Note or Notes (if any) held by such Assignor and requests that the Administrative Agent exchange such Note or Notes for a new Note or Notes payable to the order of such Assignee in an amount equal to the aggregate Loans purchased and, if applicable, Commitments assumed by such Assignee pursuant hereto, or new Notes payable to the order of such Assignee in an amount equal to the aggregate Loans purchased and, if applicable, Commitments assumed by such Assignee pursuant hereto and to the order of such Assignor in an amount equal to the aggregate Loans and, if applicable, Commitments retained by such Assignor under the Credit Agreement, respectively, as specified on Schedule 1 hereto.

(3) Such Assignee (i) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements referred to in Section 4.01(h) thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance; (ii) agrees that it will, independently and without reliance upon any Agent, any Assignor or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action

under the Credit Agreement; (iii) represents and warrants that its name set forth on Schedule 1 hereto is its legal name; (iv) confirms that it is an Eligible Assignee; (v) appoints and authorizes each Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Loan Documents as are delegated to such Agent by the terms thereof, together with such powers and discretion as are reasonably incidental thereto; (vi) agrees that it will perform in accordance with their terms all of the obligations that by the terms of the Credit Agreement are required to be performed by it as a Lender; and (vii) attaches any U.S. Internal Revenue Service forms required under Section 2.12 of the Credit Agreement.

(4) Following the execution of this Assignment and Acceptance, it will be delivered to the Administrative Agent for acceptance and recording by the Administrative Agent. The effective date for this Assignment and Acceptance (the "***Effective Date***") shall be the date of acceptance hereof by the Administrative Agent, unless otherwise specified on Schedule 1 hereto.

(5) Upon such acceptance and recording by the Administrative Agent, as of the Effective Date, (i) such Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Acceptance, have the rights and obligations of a Lender thereunder and (ii) such Assignor shall, to the extent provided in this Assignment and Acceptance, relinquish its rights and be released from its obligations under the Credit Agreement (other than its rights and obligations under the Loan Documents that are specified under the terms of such Loan Documents to survive the payment in full of the Obligations of the Loan Parties under the Loan Documents to the extent any claim thereunder relates to an event arising prior to the Effective Date of this Assignment and Acceptance) and, if this Assignment and Acceptance covers all of the remaining portion of the rights and obligations of such Assignor under the Credit Agreement, such Assignor shall cease to be a party thereto.

(6) Upon such acceptance and recording by the Administrative Agent, from and after the Effective Date, the Administrative Agent shall make all payments under the Credit Agreement and the other Loan Documents in respect of the interest assigned hereby (including, without limitation, all payments of principal, interest and commitment fees with respect thereto) to such Assignee. Such Assignor and such Assignee shall make all appropriate adjustments in payments under the Credit Agreement and the other Loan Documents for periods prior to the Effective Date directly between themselves.

(7) This Assignment and Acceptance shall be governed by, and construed in accordance with, the laws of the State of New York.

(8) This Assignment and Acceptance may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of Schedule 1 to this Assignment and Acceptance by telecopier or other electronic means shall be effective as delivery of an original executed counterpart of this Assignment and Acceptance.

IN WITNESS WHEREOF, each Assignor and each Assignee have caused Schedule 1 to this Assignment and Acceptance to be executed by their officers thereunto duly authorized as of the date specified thereon.

SCHEDULE 1
TO
ASSIGNMENT AND ACCEPTANCE

ASSIGNORS:					
Revolving Credit Facility					
Percentage interest assigned	%	%	%	%	%
Revolving Credit Commitment assigned	$	$	$	$	$
Aggregate outstanding principal amount of Revolving Credit Loans assigned	$	$	$	$	$
Principal amount of Revolving Credit Note payable to Assignor	$	$	$	$	$
Term B Facility					
Percentage interest assigned	%	%	%	%	%
Outstanding principal amount of Term B Advance assigned	$	$	$	$	$
Principal amount of Term B Note payable to **Assignor**	$	$	$	$	$
Term C Facility					
Percentage interest assigned	%	%	%	%	
Outstanding principal amount of Term C Advance assigned	$	$	$	$	$
Principal amount of Term C Note payable to **Assignor**	$	$	$	$	$

ASSIGNEES:					
Revolving Credit Facility					
Percentage interest assumed	%	%	%	%	%
Revolving Credit Commitment assumed	$	$	$	$	$
Aggregate outstanding principal amount of Revolving Credit Loan assumed	$	$	$	$	$
Principal amount of Revolving Credit Note payable to **Assignee**	$	$	$	$	$
Term B Facility					
Percentage interest assumed	%	%	%	%	%
Outstanding principal amount of Term B Loan assumed	$	$	$	$	$
Principal amount of Term B Note payable to **Assignee**	$	$	$	$	$
Term C Facility					
Percentage interest assumed	%	%	%	%	
Outstanding principal amount of Term C Loan assumed	$	$	$	$	$
Principal amount of Term C Note payable to **Assignee**	$	$	$	$	$

Effective Date (if other than date of acceptance by Administrative Agent):

[1][_____], 20[__]

Assignors

_____, as Assignor
[Type or print legal name of Assignor]

By _____
Title:

Dated: _____, 20__

_____, as Assignor
[Type or print legal name of Assignor]

By _____
Title:

Dated: _____, 20__

_____, as Assignor
[Type or print legal name of Assignor]

By _____
Title:

Dated: _____, 20__

[1] This date should be no earlier than five (5) Business Days after the delivery of this Assignment and Acceptance to the Administrative Agent.

Assignees

_____, as Assignee
[Type or print legal name of Assignee]

By _____
Title:

Dated: _____, 20__
Lending Office:

_____, as Assignee
[Type or print legal name of Assignee]

By _____
Title:

Dated: _____, 20__
Lending Office:

Accepted [and Approved] this ____
day of _____, 20__

[2] CLMG Corp.,
as Administrative Agent

By _____
Title:

[Approved this ____ day
of _____, 20__

[3]NEW MACH GEN, LLC

By _____
Title:

[2] If required.

[3] If required.

EXHIBIT D

FORMS OF
INITIAL FIRST LIEN MORTGAGES

See attached.

EXHIBIT E

FORM OF
SOLVENCY CERTIFICATE

[●], 2018

Reference is made to the Exit First Lien Credit and Guaranty Agreement, dated as of [●], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"; terms defined therein, unless otherwise defined herein, being used herein as therein defined), among New MACH GEN, LLC, a Delaware limited liability company (the "***Company***"), the Guarantors, the Lenders party thereto, CLMG Corp., as First Lien Collateral Agent, and CLMG Corp., as Administrative Agent.

It is understood that the Administrative Agent, the First Lien Collateral Agent and the Lenders are relying on the truth and accuracy of this Solvency Certificate in connection with the transactions contemplated in the Loan Documents.

The undersigned Chief Financial Officer hereby certifies, on behalf of the Company and not in such Chief Financial Officer's individual capacity, as of the date hereof that he is the Chief Financial Officer of the Company and that, as such, he is authorized to execute and deliver this Solvency Certificate on behalf of the Company pursuant to Section 3.01(a)(xiv) of the Credit Agreement and that:

1. The undersigned is generally familiar with the properties, businesses and assets of the Company and its Subsidiaries and has carefully reviewed the Loan Documents and the contents of this Solvency Certificate and in connection herewith, has reviewed such other documentation and information and has made such investigations and inquiries as deemed necessary and prudent therefor. Any financial information and assumptions generated during the period within which the undersigned served as chief financial officer of the Company which underlie and form the basis for the representations made in this Solvency Certificate, were reasonable when made and were made in good faith and continue to be reasonable as of the date hereof.

2. On the date hereof, before and after giving effect to the transactions contemplated in the Loan Documents, the fair market value of the property of the Loan Parties (on a Consolidated basis) is, to the best of the Chief Financial Officer's knowledge, information and belief, greater than the total amount of liabilities, including, without limitation, contingent liabilities of the Loan Parties (on a Consolidated basis).

3. The Loan Parties do not intend to and do not believe that the Loan Parties (on a Consolidated basis) will incur debts or liabilities that will be beyond the ability of the Loan Parties (on a Consolidated basis) to pay such debts or liabilities as they mature (taking into account reasonably anticipated prepayments and refinancings).

4. On the date hereof, before and after giving effect to the transactions contemplated in the Loan Documents, the Loan Parties are not engaged in business or a transaction, and are not about to engage in business or a transaction, for which the Loan Parties' property (on a Consolidated basis) would constitute an unreasonably small capital.

5. In reaching the conclusions set forth in this Solvency Certificate, the undersigned has considered, among other things:

   (a) the cash and other current assets of the Loan Parties reflected in the Consolidated balance sheet of the Loan Parties;

(b) all obligations and liabilities of the Loan Parties, whether matured or unmatured, liquidated or unliquidated, disputed or undisputed, secured or unsecured, subordinated, absolute, fixed or contingent, including, among other things, claims arising out of, pending, or to the best knowledge of the undersigned, threatened litigation against any Loan Party, and in so doing, each of the Loan Parties has computed the amount of each such contingent liability as the amount that, in light of all the facts and circumstances existing on the date hereof, represents the amount that can reasonably be expected to become an actual or matured liability;

(c) historical and anticipated growth in the sales volume of the Company and in the income stream generated by the Company as reflected in, among other things, the Consolidated cash flow statements of the Company and its Subsidiaries and the business plans and forecasts of the Company delivered to the Lenders;

(d) the customary terms of the trade payables of the Loan Parties' industry;

(e) the amount of the credit extended by and to customers of the Loan Parties;

(f) the amortization requirements of the Credit Agreement and the anticipated interest payable on the Loans under the Credit Agreement; and

(g) the level of capital customarily maintained by the Loan Parties and other entities engaged in the same or similar business as the business of the Loan Parties.

Delivery of an executed counterpart of a signature page to this Solvency Certificate via facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Solvency Certificate.

IN WITNESS WHEREOF, the Chief Financial Officer has executed this Solvency Certificate in his corporate capacity and on behalf of the Company hereto on the date first written above.

By _____
Name:
Title: Chief Financial Officer

EXHIBIT F-1

FORM OF
CONSENT AND AGREEMENT FOR
PERMITTED COMMODITY HEDGE AND POWER SALE AGREEMENTS

FORM OF FIRST LIEN CONSENT AND AGREEMENT

Dated as of [_____], 20[__]

Among

[_____],

as Contracting Party

and

[_____],

as Company

and

CLMG CORP.,

as First Lien Collateral Agent

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FIRST LIEN CONSENT AND AGREEMENT[1]

This FIRST LIEN CONSENT AND AGREEMENT, dated as of [_____], 20[_] (this "***Consent***"), is entered into by and among [_____], a [_____] (together with its permitted successors and assigns, the "***Contracting Party***"), CLMG CORP., in its capacity as first lien collateral agent for the First Lien Secured Parties (together with its successors, designees and assigns in such capacity, the "***First Lien Collateral Agent***"), and [_____], a [_____] (the "***Company***"). Terms defined in the Intercreditor Agreement referred to below and not otherwise defined herein are used herein as defined in the Intercreditor Agreement.

RECITALS

A. The Company is the owner of the [Athens Project][Millennium Project].

B. [The Borrower, the Company, the other Guarantors][2], the First Lien Administrative Agent, the First Lien Collateral Agent, the Second Lien Administrative Agent, the Second Lien Collateral Agent, and the other Persons party thereto from time to time have entered into that certain Collateral Agency and Intercreditor Agreement, dated as of [●], 2018 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "***Intercreditor Agreement***"), which sets forth the rights of the First Lien Secured Parties and the application of any proceeds and certain other matters.

C. The Borrower, the Company, the other Guarantors, the First Lien Lenders, the First Lien Collateral Agent, the First Lien Administrative Agent and the other Persons party thereto from time to time have entered into that certain Exit First Lien Credit and Guaranty Agreement, dated as of [●], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***First Lien Credit Agreement***").

D. The Borrower, the Company, the other Guarantors and the First Lien Collateral Agent have entered into that certain First Lien Security Agreement, dated as of [●], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***First Lien Security Agreement***"), on behalf of and for the benefit of the First Lien Secured Parties.

E. The Company and the Contracting Party have entered into that certain [**description of relevant Commodity Hedge and Power Sale Agreement**] (in each case, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof, together the "***Assigned Agreement***").

F. It is a requirement under the First Lien Credit Agreement that the Contracting Party execute and deliver this Consent.

---

1 Prior to distribution to any third party, this Form of First Lien Consent and Agreement shall be modified to reflect the Second Lien Collateral Agent as a party thereto, with substantially the rights and obligations contemplated by the Form of Second Lien Consent and Agreement attached as Exhibit D-1 of the Second Lien Credit Agreement, in all cases subject to the rights of the First Lien Collateral Agent contemplated hereby and subject to the Intercreditor Agreement.

2 Conform as appropriate based on parties to the Assigned Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree, notwithstanding anything in the Assigned Agreement to the contrary, as follows:

ARTICLE 1

ASSIGNMENT AND AGREEMENT

SECTION 1.1 Consent to Assignment.

(a) The Contracting Party: (i) is hereby notified and acknowledges that the First Lien Secured Parties have entered into the First Lien Documents and made or committed to make the extensions of credit contemplated thereby; (ii) consents to the collateral assignment under the First Lien Security Agreement of all of the Company's right, title and interest in, to and under the Assigned Agreement, including, without limitation, all of the Company's rights to receive payment and all payments due and to become due to the Company under or with respect to the Assigned Agreement (collectively, the "***Assigned Interests***"); (iii) acknowledges that after the First Lien Collateral Agent delivers to the Contracting Party written notice that a First Lien Event of Default has occurred and is continuing (a "***Notice of Exclusive Control***"), the First Lien Collateral Agent may exercise all of the First Lien Collateral Agent's rights and remedies pursuant to the First Lien Security Agreement, make all demands, give all notices, take all actions and exercise all rights of the Company under the Assigned Agreement without the consent of the Company; *provided*, *however*, that at no time shall the Contracting Party's or its designees' or successors' respective rights and remedies under the Assigned Agreement be impaired in any way or to any extent, other than as expressly set forth in this Consent or the Intercreditor Agreement.

(b) It is expressly understood that the Contracting Party: (i) shall have no obligation whatsoever to verify or confirm the occurrence of a First Lien Event of Default, as well as matters related to the delivery of a Notice of Exclusive Control or any other matter related to the First Lien Security Agreement; (ii) has not reviewed, agreed to or in any way acquiesced to the terms or conditions of the First Lien Security Agreement other than as expressly set forth herein; and (iii) other than as expressly set forth in this Consent or the Intercreditor Agreement, is not limiting in any way or to any extent its rights and remedies under the Assigned Agreement by executing this Consent.

(c) Prior to the delivery of a Notice of Exclusive Control to the Contracting Party, the Company shall continue to have the right to make all demands, give all notices, take all actions and exercise all of its rights under the Assigned Agreement. Following delivery of a Notice of Exclusive Control, the Company irrevocably agrees that if the instructions given by the Company are inconsistent with the First Lien Collateral Agent's instructions, the First Lien Collateral Agent's instructions shall control. The Company agrees that the Contracting Party shall not be liable for following the First Lien Collateral Agent's instructions after the delivery of a Notice of Exclusive Control.

SECTION 1.2 Transfer of Assigned Interest.

(a) The Contracting Party agrees that, after the First Lien Collateral Agent has delivered a Notice of Exclusive Control to the Contracting Party pursuant to Section 1.1 above, pursuant to the terms of the First Lien Security Agreement and the Intercreditor Agreement, the First Lien Collateral Agent shall have the right to absolutely assign, foreclose or sell the Assigned Interest or any portion thereof to a Permitted Transferee (as defined below). If the Assigned Interest is transferred

pursuant to this Section 1.2, then: (i) the Permitted Transferee shall be substituted for the Company under the Assigned Agreement; and (ii) the Contracting Party shall (1) recognize the Permitted Transferee as its counterparty under the Assigned Agreement and (2) continue to perform the Contracting Party's obligations under the Assigned Agreement in favor of the Permitted Transferee; *provided* that the Permitted Transferee has assumed in writing all of the Company's rights and obligations (including, without limitation, the obligation to cure any then existing payment and performance defaults, but excluding any obligation to cure any then existing performance defaults which by their nature are incapable of being cured) under the Assigned Agreement.

(b) For purposes of this Consent, the Contracting Party may conclusively rely upon notice from the First Lien Collateral Agent that a First Lien Event of Default, has occurred, notwithstanding any contrary notice from the Company or any dispute then existing or later arising regarding the existence or effect of such First Lien Event of Default.

(c) "***Permitted Transferee***" means, in respect of any transfer, assignment or novation permitted hereunder or under the Assigned Agreement (a "***transfer***"), (x) the First Lien Collateral Agent or an agent on its behalf or (y) if the transfer is not made to the First Lien Collateral Agent or its agent, any person who: (i) is at least as creditworthy (taking into account any credit support provided by such person) as the Company; (ii) is properly licensed or otherwise authorized to perform the Company's obligations under the Assigned Agreement; and (iii) meets the Contracting Party's customary internal credit policies, as reasonably and consistently applied, solely with respect to the maximum potential credit exposure of the Contracting Party to such person (it being understood that the determination of the amount of such credit exposure shall take into account the then-current creditworthiness of such person (or its successor-in-interest, if any) and any collateral or guarantees posted by or for the benefit of such person); *provided*, *however*, that this restriction shall not apply if such person's or its guarantor's senior, unsubordinated, unsecured debt has a credit rating of at least "BBB-" from Standard & Poor's Rating Group (a division of McGraw-Hill, Inc.) or its successor ("***S&P***), or "Baa3" from Moody's Investor Services, or its successor ("***Moody's***"), whichever is lower.

SECTION 1.3 Right to Cure. If the Company defaults in the performance of any of its obligations under the Assigned Agreement, or upon the occurrence or non-occurrence of any event or condition under the Assigned Agreement which would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable the Contracting Party to terminate or suspend its performance under the Assigned Agreement (each hereinafter a "***default***"), subject to Section 1.4 below, the Contracting Party shall not terminate or suspend its performance under the Assigned Agreement until it first gives written notice of such default to the First Lien Collateral Agent and affords the First Lien Collateral Agent or its designee a period of:

(a) in the case of monetary defaults thirty (30) calendar days from the later of: (i) receipt of such notice to cure such default; or (ii) the expiration of the applicable cure period provided in the Assigned Agreement for the Company to cure such default;

(b) in the case of non-monetary defaults [one hundred eighty] ([180]) calendar days from the later of: (i) receipt of such notice to cure such default; or (ii) the expiration of the applicable cure period, if any, provided in the Assigned Agreement for the Company to cure such default, so long as the First Lien Collateral Agent or its designee has commenced and is diligently pursuing appropriate action to cure such default;

(c) subject to Section 1.3(d) below, in the case of the Company becoming subject to any of the events specified in [Section 5(a)(vii)][3] of the Assigned Agreement ("***Bankruptcy***"), thirty (30)

[3] Subject to the relevant Commodity Hedge and Power Sale Agreement.

calendar days from the date of filing or commencing such Bankruptcy proceedings (the "***Forbearance Period***") *provided* that the Company or bankruptcy trustee has, during the Forbearance Period: (A) obtained a final court order in a form and substance reasonably acceptable to the Contracting Party approving under Section 365 of the U.S. Bankruptcy Code the assumption of the Assigned Agreement; and (B) cured all outstanding defaults promptly and continues to perform the Assigned Agreement, then the event of default caused by the Bankruptcy shall be deemed "cured"; *provided*, *further*, that the Contracting Party shall continue to have all rights and remedies available under the Assigned Agreement with respect to any Bankruptcy or other defaults subsequent to assumption of the Assigned Agreement in accordance with the Assigned Agreement and subject to provisions of this Section 1.3; and

(d) notwithstanding anything to the contrary, if the Company is subject to a Bankruptcy under Chapter 7 of the U.S. Bankruptcy Code, zero (0) days (such that there is no cure period).

SECTION 1.4 No Termination. The Contracting Party agrees that it shall not, without the prior written consent of the First Lien Collateral Agent: (i) terminate, cancel or suspend its performance under the Assigned Agreement following and during the continuation of an event of default by the Company thereunder (unless it has given the First Lien Collateral Agent notice and an opportunity to cure in accordance with Section 1.3 hereof); or (ii) assign or transfer any of its rights or obligations under the Assigned Agreement.

SECTION 1.5 Replacement Agreement. In the event the Assigned Agreement is rejected or terminated as a result of Bankruptcy, the Contracting Party shall, at the option of the First Lien Collateral Agent exercised within twenty (20) calendar days from the day of filing or commencing such Bankruptcy proceedings, enter into a replacement agreement with the First Lien Collateral Agent or a Permitted Transferee, *provided* that: (a) the term under such replacement agreement shall be no longer than the remaining balance of the term specified in the Assigned Agreement; (b) upon execution of such replacement agreement, the First Lien Collateral Agent or a Permitted Transferee cures any outstanding payment and performance defaults under the Assigned Agreement, excluding any performance defaults which by their nature are incapable of being cured; and (c) such replacement agreement, including any credit support provisions related thereto, is reasonably acceptable to the Contracting Party in form and substance.

SECTION 1.6 Limitations on Liability. The Contracting Party acknowledges and agrees that First Lien Collateral Agent shall not have any liability or obligation under the Assigned Agreement as a result of this Consent, any other First Lien Loan Document or otherwise, nor shall the First Lien Collateral Agent be obligated or required to: (a) perform any of the Company's obligations under the Assigned Agreement, except during any period in which the First Lien Collateral Agent has assumed the Company's rights and obligations under the Assigned Agreement pursuant to this Consent; or (b) take any action to collect or enforce any claim for payment assigned under the First Lien Security Agreement. If the First Lien Collateral Agent has assumed the Company's rights and obligations under the Assigned Agreement pursuant to Section 1.2 above or has entered into a new agreement pursuant to Section 1.5 above, the First Lien Collateral Agent's liability to the Contracting Party under the Assigned Agreement or such new agreements, and the sole recourse of the Contracting Party in seeking enforcement of the obligations under such agreements, shall be limited to the interest of the First Lien Collateral Agent in the [Athens Project][Millennium Project].

SECTION 1.7 Delivery of Notices. The Contracting Party shall deliver to the First Lien Collateral Agent, concurrently with the delivery thereof to the Company, a copy of each notice, request or demand given by the Contracting Party to the Company pursuant to the Assigned Agreement relating to: (a) a default by the Company under the Assigned Agreement; and (b) any matter that would require the consent of the First Lien Collateral Agent pursuant to Section 1.4 of this Consent.

SECTION 1.8 Transfer. In connection with or after the exercise of its rights or remedies under any First Lien Loan Document, and after delivering a Notice of Exclusive Control to the Contracting Party, the First Lien Collateral Agent shall have the right to transfer its interest in the Assigned Agreement or a new agreement or agreements entered into with the First Lien Collateral Agent or a Permitted Transferee pursuant to the terms of this Consent for the remainder of the term hereof; *provided* that such Permitted Transferee assumes in writing the obligations of the Company or the First Lien Collateral Agent, as applicable, under the Assigned Agreement or such new agreement or agreements. Upon such transfer, the First Lien Collateral Agent shall be released from any further liability under the Assigned Agreement or such new agreement(s) to the extent of the interest transferred.

ARTICLE 2

PAYMENTS UNDER THE ASSIGNED AGREEMENT

SECTION 2.1 Payments. The Contracting Party shall pay all amounts (if any) payable by it under the Assigned Agreement in the manner and as and when required by the Assigned Agreement directly into the account specified on Exhibit A hereto, or to such other person, entity or account as shall be specified from time to time by the First Lien Collateral Agent to the Contracting Party in writing.

SECTION 2.2 No Offset, Etc. All payments required to be made by the Contracting Party under the Assigned Agreement shall be made without any offset, recoupment, abatement, withholding, reduction or defense whatsoever, other than those allowed by the terms of the Assigned Agreement. For the avoidance of doubt, nothing in this Section 2.2 or this Consent shall preclude Consenting Party from exercising its rights under the Assigned Agreement with respect to netting and setoff.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF THE CONTRACTING PARTY

SECTION 3.1 Representations and Warranties. The Contracting Party hereby represents and warrants, in favor of the First Lien Collateral Agent, as of the date hereof, that:

(a) The Contracting Party: (i) is a [_____] duly formed and validly existing under the laws of [_____]; (ii) is duly qualified, authorized to do business and in good standing in every jurisdiction necessary to perform its obligations under the Assigned Agreement or this Consent; and (iii) has all requisite power and authority to enter into and to perform its obligations hereunder and under the Assigned Agreement, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby;

(b) the execution, delivery and performance by the Contracting Party of this Consent and the Assigned Agreement have been duly authorized by all necessary corporate or other action on the part of the Contracting Party and do not require any approvals, filings with, or consents of any entity or person which have not previously been obtained or made;

(c) each of this Consent and the Assigned Agreement is in full force and effect, has been duly executed and delivered on behalf of the Contracting Party by the appropriate officers of the Contracting Party, and constitutes the legal, valid and binding obligation of the Contracting Party, enforceable against the Contracting Party in accordance with its terms, except as the enforceability thereof may be limited by: (i) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally; and (ii) general equitable principles (whether considered in a proceeding in equity or at law);

(d) there is no litigation, action, suit, proceeding or investigation pending or (to the best of the Contracting Party's knowledge) threatened against the Contracting Party before or by any court, administrative agency, arbitrator or governmental authority, body or agency which, if adversely determined, individually or in the aggregate: (i) would reasonably be expected to adversely affect the performance by the Contracting Party of its obligations hereunder or under the Assigned Agreement, or which would reasonably be expected to modify or otherwise adversely affect any required approvals, filings or consents which have previously been obtained or made; or (ii) questions the validity, binding effect or enforceability hereof or of the Assigned Agreement, any action taken or to be taken pursuant hereto or thereto or any of the transactions contemplated hereby or thereby;

(e) the execution, delivery and performance by the Contracting Party of this Consent and the Assigned Agreement, and the consummation of the transactions contemplated hereby and thereby, will not result in any violation of, breach of or default under any term of its formation or governance documents, or of any contract or agreement to which it is a party or by which it or its property is bound, or of any license, permit, franchise, judgment, injunction, order, law, rule or regulation applicable to it, other than any such violation, breach or default which could not reasonably be expected to have a material adverse effect on the Contracting Party's ability to perform its obligations under the Assigned Agreement;

(f) neither the Contracting Party nor, to the best of the Contracting Party's knowledge, any other party to the Assigned Agreement, is in default of any of its obligations thereunder;

(g) to the best of the Contracting Party's knowledge: (i) no event of force majeure exists under, and as defined in, the Assigned Agreement; and (ii) no event or condition exists which would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable the Contracting Party to terminate or suspend its obligations under the Assigned Agreement; and

(h) the Assigned Agreement, this Consent, the Second Lien Consent and Agreement, dated as of the date hereof, among the Contracting Party, the Company and the Second Lien Collateral Agent, and the agreements listed on Exhibit B hereto are the only agreements between the Company and the Contracting Party with respect to the [Athens Project][Millennium Project], and all of the conditions precedent to effectiveness under the Assigned Agreement have been satisfied or waived.

Each of the representations and warranties set forth in this Article 3 shall survive the execution and delivery of this Consent and the consummation of the transactions contemplated hereby.

ARTICLE 4

TERM

SECTION 4.1 Term. This Consent shall terminate upon the satisfaction of all the Company's obligations under the First Lien Security Agreement and the other First Lien Loan Documents.

ARTICLE 5

MISCELLANEOUS

SECTION 5.1 Notices. All notices and other communications provided for hereunder shall be either (i) in writing (including telegraphic, telecopier or telex communication) and mailed, telegraphed, telecopied, telexed or otherwise delivered or (ii) by electronic mail (if electronic mail addresses are designated as provided below) confirmed immediately in writing: in the case of the First Lien Collateral Agent, addressed to it at its address specified in the Intercreditor Agreement; in the case of the Company, to the Borrower at its address specified in the Intercreditor Agreement; and in the case of the Contracting

Party, addressed to it at [_____], Attention: [_____], Fax [_____], E-mail Address: [_____]; or, as to any party, at such other address as shall be designated by such party in a written notice to the other parties. All such notices and other communications shall, when mailed, telegraphed, telecopied, telexed, sent by electronic mail or otherwise, be effective when deposited in the mails, delivered to the telegraph company, telecopied, confirmed by telex answerback, sent by electronic mail and confirmed in writing, or otherwise delivered (or confirmed by a signed receipt), respectively, addressed as aforesaid; except that notices and other communications to the First Lien Collateral Agent shall not be effective until received by the First Lien Collateral Agent. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this Consent shall be effective as delivery of an original executed counterpart thereof.

SECTION 5.2 Governing Law; Submission to Jurisdiction. This Consent shall be governed by, and construed in accordance with, the laws of the State of New York.

(a) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Consent or any of the other First Lien Loan Documents to which it is a party, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York State court or, to the fullest extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Consent shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Consent or any of the other First Lien Loan Documents in the courts of any jurisdiction.

(b) Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Consent or any of the other First Lien Loan Documents to which it is a party in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

SECTION 5.3 Execution in Counterparts. This Consent may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Consent by telecopier shall be effective as delivery of an original executed counterpart of this Consent.

SECTION 5.4 Headings Descriptive. The headings of the several sections and subsections of this Consent are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Consent.

SECTION 5.5 Severability. In case any provision in or obligation under this Consent shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 5.6 Amendment, Waiver. Neither this Consent nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by the Contracting Party and the First Lien Collateral Agent.

SECTION 5.7 Successors and Assigns. This Consent shall bind and benefit the Contracting Party, the First Lien Collateral Agent, and their respective successors and assigns.

SECTION 5.8 Third Party Beneficiaries. The Contracting Party and the First Lien Collateral Agent hereby acknowledge and agree that the First Lien Secured Parties are intended third party beneficiaries of this Consent.

SECTION 5.9 Waiver of Jury Trial. Each of the Company, the Contracting Party and the First Lien Collateral Agent irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Consent or any of the First Lien Loan Documents, the First Lien Loans or the actions of any First Lien Secured Party in the negotiation, administration, performance or enforcement thereof.

SECTION 5.10 Entire Agreement. This Consent and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings between the parties hereto in respect of the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Consent and any such agreement, document or instrument (including, without limitation, the Assigned Agreement), the terms, conditions and provisions of this Consent shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto, by their officers duly authorized, intending to be legally bound, have caused this Consent to be duly executed and delivered as of the date first above written.

[SIGNATURE BLOCKS TO COME]

Exhibit A to
the Consent

Payment Instructions

Any and all amounts owed to the Company shall be paid to the following account:

[_____][1]
ABA No.: [_____]
Account No.: [_____]
Account Name: [_____]
Attention: [_____]

The First Lien Collateral Agent shall be permitted to modify the account information set forth above upon five (5) days' prior written notice to the Contracting Party and the Company.

[1] Enter account details for the Revenue Account (as defined in the Security Deposit Agreement).

Exhibit B to
the Consent

Other Agreements

[TO BE PROVIDED]

EXHIBIT F-2

FORM OF
CONSENT AND AGREEMENT FOR
OTHER MATERIAL CONTRACTS

FORM OF FIRST LIEN CONSENT AND AGREEMENT

Dated as of [_____], 20[__]

Among

[_____],

as Contracting Party

and

[_____],

as Company

and

CLMG CORP.,

as First Lien Collateral Agent

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FIRST LIEN CONSENT AND AGREEMENT[1]

This FIRST LIEN CONSENT AND AGREEMENT, dated as of [_____], 20[_] (this "***Consent***"), is entered into by and among [_____], a [_____] (together with its permitted successors and assigns, the "***Contracting Party***"), CLMG CORP., in its capacity as first lien collateral agent for the First Lien Secured Parties (together with its successors, designees and assigns in such capacity, the "***First Lien Collateral Agent***"), and [_____], a [_____] (the "***Company***")[21]. Terms defined in the Intercreditor Agreement referred to below and not otherwise defined herein are used herein as defined in the Intercreditor Agreement.

RECITALS

A. The Company is the owner of the [Athens Project][Millennium Project].[3]

B. [The Borrower, the Company, the other Guarantors][4], the First Lien Administrative Agent, the First Lien Collateral Agent, the Second Lien Administrative Agent, the Second Lien Collateral Agent, and the other Persons party thereto from time to time have entered into that certain Collateral Agency and Intercreditor Agreement, dated as of [●], 2018 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "***Intercreditor Agreement***"), which sets forth the rights of the First Lien Secured Parties and the application of any proceeds and certain other matters.

C. The Borrower, the Company, the other Guarantors, the First Lien Lenders, the First Lien Collateral Agent, the First Lien Administrative Agent and the other Persons party thereto from time to time have entered into that certain Exit First Lien Credit and Guaranty Agreement, dated as of [●], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***First Lien Credit Agreement***").

D. The Borrower, the Company, the other Guarantors and the First Lien Collateral Agent have entered into that certain First Lien Security Agreement, dated as of [●], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***First Lien Security Agreement***"), on behalf of and for the benefit of the First Lien Secured Parties.

E. The Company and the Contracting Party have entered into that certain [**description of relevant Material Contract**] (in each case, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof, together the "***Assigned Agreement***").

F. It is a requirement under the First Lien Credit Agreement that the Contracting Party execute and deliver this Consent.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree, notwithstanding anything in the Assigned Agreement to the contrary, as follows:

---

1 Prior to distribution to any third party, this Form of First Lien Consent and Agreement shall be modified to reflect the Second Lien Collateral Agent as a party thereto, with substantially the rights and obligations contemplated by the Form of Second Lien Consent and Agreement attached as Exhibit D-2 of the Second Lien Credit Agreement, in all cases subject to the rights of the First Lien Collateral Agent contemplated hereby and subject to the Intercreditor Agreement.

2 Include additional Loan Parties as appropriate based on parties to the Assigned Agreement.

3 Update as appropriate based on Loan Parties that are party to this Consent.

4 Update as appropriate based on Loan Parties that are party to this Consent.

ARTICLE 1.

ASSIGNMENT AND AGREEMENT

SECTION 1.1 Consent to Assignment.

(a) The Contracting Party hereby irrevocably consents to the pledge, transfer and assignment to the First Lien Collateral Agent for the benefit of the First Lien Secured Parties of, and the grant to the First Lien Collateral Agent for the benefit of the First Lien Secured Parties, of a lien on and security interest in, all of the Company's right, title and interest in, to and under the Assigned Agreement pursuant to the terms and conditions of the Collateral Documents, as collateral security for all of the obligations of the Company secured or purported to be secured by the Collateral Documents. In the event that the First Lien Collateral Agent or any of its designees or assignees elects to succeed to the Company's interest under the Assigned Agreement, the First Lien Collateral Agent or such designee or assignee may elect by written notice delivered to the Contracting Party to assume the Company's rights and obligations under the Assigned Agreement, including any payment obligations under the Assigned Agreement theretofore accrued but excluding any other obligations or liabilities that may have accrued prior to such foreclosure or assignment (any right in respect of such excluded obligation being hereby expressly waived by the Contracting Party). Until such time as the First Lien Collateral Agent gives written notice as provided herein, the Contracting Party shall, except as otherwise provided in this Consent, continue to deal directly with the Company with respect to its obligations to the Company under the Assigned Agreement. Notwithstanding anything else herein, the assignment of the Assigned Agreement pursuant to this Section 1.1 shall not relieve the Company of any obligations arising under the Assigned Agreement. Upon the exercise (as contemplated above) by the First Lien Collateral Agent, or any First Lien Secured Party (or any of their respective designees or assignees) of any of the remedies under the Collateral Documents in respect of the Assigned Agreement, the First Lien Collateral Agent or any First Lien Secured Party (or any of their respective designees or assignees) may assign its rights and interests and the rights and interests of the Company under the Assigned Agreement to any other Person if such Person shall assume liability for all of the obligations of the Company, including any payment obligations, under the Assigned Agreement theretofore accrued but excluding any other obligations or liabilities that may have accrued prior to such foreclosure or assignment (any right in respect of such excluded obligation being hereby expressly waived by the Contracting Party).

SECTION 1.2 Right to Cure.

(a) In the event of a default by the Company in the performance of any of its obligations under the Assigned Agreement, or upon the occurrence or non-occurrence of any event or condition under the Assigned Agreement which would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable the Contracting Party to terminate or suspend its obligations under the Assigned Agreement, the Contracting Party shall not terminate the Assigned Agreement until it first gives the First Lien Collateral Agent written notice of the default and permits the First Lien Collateral Agent to cure the default within a period of 180 days after the later of (i) notice of default having been given to the First Lien Collateral Agent by the Contracting Party and (ii) the expiration of the applicable cure period provided in the Assigned Agreement for the Company to cure the default.

(b) In connection with any cure of the Company's default under the Assigned Agreement or any assumption by the First Lien Collateral Agent or any First Lien Secured Party of the Company's liabilities thereunder, only those obligations and liabilities arising expressly under the Assigned Agreement shall be required to be cured or assumed, as the case may be, and there shall be no

obligation by the First Lien Collateral Agent or any First Lien Secured Party to cure or assume any non-contractual liability that may have arisen.

SECTION 1.3 No Termination. The Contracting Party will not, without the prior written consent of the First Lien Collateral Agent, (i) cancel or terminate or suspend performance under the Assigned Agreement or consent to or accept any cancellation, termination or suspension thereof, or its performance thereunder, or (ii) amend, amend and restate, supplement or otherwise modify the Assigned Agreement, except, in each case, to the extent otherwise permitted under the First Lien Documents.

SECTION 1.4 Replacement Agreement. In the event that (i) the Assigned Agreement is rejected by a trustee, liquidator, debtor-in-possession or similar Person in any bankruptcy, insolvency or similar proceeding involving the Company; (ii) the Assigned Agreement is terminated as a result of any bankruptcy, insolvency, or similar proceeding involving the Contracting Party; or (iii) the assignment by way of security of the Assigned Agreement hereunder is ineffective or challenged for any reason whatsoever; and if within 180 days after such rejection, termination, ineffectiveness or challenge, the First Lien Collateral Agent or any First Lien Secured Party (or any of their respective designees or assignees) shall so request and shall certify in writing to the Contracting Party that it or they intend to perform the obligations of the Company as and to the extent required under the Assigned Agreement (as if the Assigned Agreement had not been rejected or terminated, but otherwise only to the extent such obligations would be undertaken had such Person succeeded to the Company thereunder pursuant to clause (i) above), the Contracting Party will execute and deliver to the First Lien Collateral Agent or such First Lien Secured Party (or their respective designees or assignees) a replacement contract (the "***Replacement Assigned Agreement***") for the balance of the remaining term under the original Assigned Agreement before giving effect to such rejection or termination and such Replacement Assigned Agreement shall contain the same conditions, agreements, terms, provisions and limitations as the original Assigned Agreement (except for any requirements which have been fulfilled by the Company and the Contracting Party prior to such rejection, termination, ineffectiveness or challenge or which are not required to be undertaken by such Person as aforesaid) and in such case, reference in this Consent to the "***Assigned Agreement***" shall be deemed also to refer to the Replacement Assigned Agreement in replacement of the Assigned Agreement. The Contracting Party hereby indemnifies the First Lien Collateral Agent and each First Lien Secured Party from and against any liability, loss, costs or damages that may be suffered by the First Lien Collateral Agent or any First Lien Secured Party as a result of a breach by the Contracting Party of its obligations hereunder.

SECTION 1.5 Limitation on Liability. The Contracting Party acknowledges and agrees that the First Lien Collateral Agent shall not have any liability or obligation under the Assigned Agreement as a result of this Consent, any other First Lien Loan Document or otherwise, nor shall the First Lien Collateral Agent be obligated or required to: (a) perform any of the Company's obligations under the Assigned Agreement, except during any period in which the First Lien Collateral Agent has assumed the Company's rights and obligations under the Assigned Agreement pursuant to this Consent; or (b) take any action to collect or enforce any claim for payment assigned under the First Lien Security Agreement. If the First Lien Collateral Agent has assumed the Company's rights and obligations under the Assigned Agreement pursuant to Section 1.1 above or has entered into a new agreement pursuant to Section 1.4 above, the First Lien Collateral Agent's liability to the Contracting Party under the Assigned Agreement or such new agreements, and the sole recourse of the Contracting Party in seeking enforcement of the obligations under such agreements, shall be limited to the interest of the First Lien Collateral Agent in the [Athens Project][Millennium Project][the Projects].

SECTION 1.6 Delivery of Notices. The Contracting Party shall deliver to the First Lien Collateral Agent, concurrently with the delivery thereof to the Company, a copy of each notice, request or demand given by the Contracting Party pursuant to the Assigned Agreement.

ARTICLE 2.

PAYMENTS UNDER THE ASSIGNED AGREEMENT

SECTION 2.1 Payments. The Contracting Party shall pay all amounts (if any) payable by it under the Assigned Agreement in the manner and as and when required by the Assigned Agreement directly into the account specified on Exhibit A hereto, or to such other person, entity or account as shall be specified from time to time by the First Lien Collateral Agent to the Contracting Party in writing.

SECTION 2.2 No Offset, Etc. All payments required to be made by the Contracting Party under the Assigned Agreement shall be made without any offset, recoupment, abatement, withholding, reduction or defense whatsoever, other than those allowed by the terms of the Assigned Agreement. For the avoidance of doubt, nothing in this Section 2.2 or this Consent shall preclude Consenting Party from exercising its rights under the Assigned Agreement with respect to netting and setoff.

ARTICLE 3.

REPRESENTATIONS AND WARRANTIES

SECTION 3.1 Representations and Warranties. The Contracting Party hereby represents and warrants to the First Lien Collateral Agent and each of the First Lien Secured Parties:

(a) The Contracting Party is duly organized under the laws of the jurisdiction of its formation and is duly qualified to do business and is in good standing in all jurisdictions where necessary in light of the business it conducts and the property it owns and the business that it intends to conduct and the property that it intends to own in light of the transactions contemplated by the Assigned Agreement and this Consent.

(b) The Contracting Party has the full power, authority and legal right to execute, deliver and perform its obligations under this Consent and under the Assigned Agreement. The execution, delivery and performance by the Contracting Party of this Consent and the Assigned Agreement and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate, shareholder and governmental action. This Consent and the Assigned Agreement have been duly executed and delivered by the Contracting Party and constitute the legal, valid and binding obligations of the Contracting Party, enforceable against the Contracting Party in accordance with their respective terms.

(c) The execution, delivery and performance by the Contracting Party of this Consent and the Assigned Agreement do not and will not (i) require any consent or approval of the board of directors (or similar body) of the Contracting Party or any shareholder of the Contracting Party or of any other Person which has not been obtained and each such consent or approval that has been obtained has not been modified and is in full force and effect, (ii) result in, or require the creation or imposition of any lien, security interest, charge or encumbrance upon or with respect to any of the assets or properties now owned or hereafter acquired by the Contracting Party, (iii) violate any provision of any law, rule, regulation, order, writ, judgment, decree, determination or award having applicability to the Contracting Party or any provision of the certificate of incorporation or bylaws or other constitutive documents of the Contracting Party or (iv) conflict with, result in a breach of, or constitute a default under, any provision of the certificate of incorporation, bylaws or other constituent documents or any resolution of the board of directors (or similar body) of the Contracting Party or any indenture or loan or credit agreement or any other agreement, lease or instrument to which it is a party or by which it or its properties and assets are bound or affected. The Contracting Party is not in violation of any such law, rule, regulation, order, writ,

judgment, decree, determination or award referred to in clause (iii) above or its certificate of incorporation or bylaws or other constitutive documents or in breach of or default under any provision of its certificate of incorporation or bylaws other constitutive documents or any agreement, lease or instrument referred to in clause (iv) above.

(d) Each governmental approval required for the execution, delivery or performance of this Consent and the Assigned Agreement by the Contracting Party has been validly issued and duly obtained, taken or made, is not subject to any condition, does not impose restrictions or requirements inconsistent with the terms hereof or thereof, as the case may be, is in full force and effect and is not subject to appeal. The Contracting Party has no reason to believe that any governmental approval that has been issued will be revoked, modified, suspended or not renewed on substantially the same terms as are currently in effect.

(e) There is no action, suit or proceeding at law or in equity by or before any governmental authority, arbitral tribunal or other body now pending or, to the best knowledge of the Contracting Party, threatened against or affecting the Contracting Party or any of its properties, rights or assets which (i) if adversely determined, individually or in the aggregate, could reasonably be expected to have a material adverse effect on its ability to perform its obligations under the Assigned Agreement or this Consent or (ii) affects the validity, binding effect or enforceability of the Assigned Agreement or this Consent or any action taken or to be taken pursuant hereto or thereto or any of the transactions contemplated hereby or thereby.

(f) Neither the Contracting Party nor, to the best knowledge of the Contracting Party, the Company, is in default of any of their respective obligations under the Assigned Agreement. The Contracting Party and, to the best knowledge of the Contracting Party, the Company have complied with all conditions precedent to their respective obligations to perform under the Assigned Agreement. No event or condition exists which would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable the Contracting Party, or, to the best knowledge of the Contracting Party, the Company, to terminate or suspend the Contracting Party's obligations under the Assigned Agreement.

(g) That each representation and warranty made by the Contracting Party in the Assigned Agreement is true and correct as of the date of this Consent (or, if stated to have been made solely as of an earlier date, each such representation and warranty was true and correct as of such earlier date).

(h) Each of the representations and warranties set forth in this Article 3 shall survive the execution and delivery of this Consent and the consummation of the transactions contemplated hereby.

ARTICLE 4.

TERM

SECTION 4.1 Term. This Consent shall terminate upon the satisfaction of all the Company's obligations under the First Lien Security Agreement and the other First Lien Loan Documents.

ARTICLE 5.

MISCELLANEOUS

SECTION 5.1 Notices. All notices and other communications provided for hereunder shall be either (i) in writing (including telegraphic, telecopier or telex communication) and mailed, telegraphed, telecopied, telexed or otherwise delivered or (ii) by electronic mail (if electronic mail addresses are designated as provided below) confirmed immediately in writing: in the case of the First Lien Collateral Agent, addressed to it at its address specified in the Intercreditor Agreement; in the case of the Company, to the Company at its address specified in the Intercreditor Agreement; and in the case of the Contracting Party, addressed to it at [_____], Attention: [_____], Fax [_____], E-mail Address: [____]; or, as to any party, at such other address as shall be designated by such party in a written notice to the other parties. All such notices and other communications shall, when mailed, telegraphed, telecopied, telexed, sent by electronic mail or otherwise, be effective when deposited in the mails, delivered to the telegraph company, telecopied, confirmed by telex answerback, sent by electronic mail and confirmed in writing, or otherwise delivered (or confirmed by a signed receipt), respectively, addressed as aforesaid; except that notices and other communications to the First Lien Collateral Agent shall not be effective until received by the First Lien Collateral Agent. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this Consent shall be effective as delivery of an original executed counterpart thereof.

SECTION 5.2 Governing Law; Submission to Jurisdiction. This Consent shall be governed by, and construed in accordance with, the laws of the State of New York. Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Consent or any of the other First Lien Loan Documents to which it is a party, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York State court or, to the fullest extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Consent shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Consent or any of the other First Lien Loan Documents in the courts of any jurisdiction. Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Consent or any of the other First Lien Loan Documents to which it is a party in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

SECTION 5.3 Execution in Counterparts. This Consent may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Consent by telecopier shall be effective as delivery of an original executed counterpart of this Consent.

SECTION 5.4 Headings Descriptive. The headings of the several sections and subsections of this Consent are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Consent.

SECTION 5.5 Severability. In case any provision in or obligation under this Consent shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 5.6 Amendment, Waiver. Neither this Consent nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by the Contracting Party and the First Lien Collateral Agent.

SECTION 5.7 Successors and Assigns. This Consent shall bind and benefit the Contracting Party, the First Lien Collateral Agent, and their respective successors and assigns.

SECTION 5.8 Third Party Beneficiaries. The Contracting Party and the First Lien Collateral Agent hereby acknowledge and agree that the First Lien Secured Parties are intended third party beneficiaries of this Consent.

SECTION 5.9 Exercise of Rights. No failure or delay on the part of the Contracting Party, the Company, the First Lien Collateral Agent, any First Lien Secured Party or any of their respective agents or designees to exercise, and no course of dealing with respect to, any right, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise of any other right, power or privilege.

SECTION 5.10 Remedies. The remedies of the First Lien Collateral Agent and each of its designees or assignees provided herein are cumulative and not exclusive of any remedies provided by law. In addition, the First Lien Collateral Agent may exercise its rights in respect of the Assigned Agreement in such order as the First Lien Collateral Agent may deem expedient.

SECTION 5.11 Waiver of Jury Trial. Each of the Company, the Contracting Party and the First Lien Collateral Agent irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Consent or any of the First Lien Loan Documents, the First Lien Loans or the actions of any First Lien Secured Party in the negotiation, administration, performance or enforcement thereof.

SECTION 5.12 Entire Agreement. This Consent and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings between the parties hereto in respect of the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Consent and any such agreement, document or instrument (including, without limitation, the Assigned Agreement), the terms, conditions and provisions of this Consent shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto, by their officers duly authorized, intending to be legally bound, have caused this Consent to be duly executed and delivered as of the date first above written.

[SIGNATURE BLOCKS TO COME]

Schedule 1 to
the Consent

Assigned Agreement

[TO BE ATTACHED]

Exhibit A to
the Consent

Payment Instructions

Any and all amounts owed to the Company shall be paid to the following account:

[_____]
ABA No.: [_____][1]
Account No.: [_____]
Account Name: [_____]]
Attention: [_____]

The First Lien Collateral Agent shall be permitted to modify the account information set forth above upon five (5) days' prior written notice to the Contracting Party and the Company.

[1] Enter account details for the Revenue Account (as defined in the Security Deposit Agreement).

EXHIBIT G

FORM OF
LOCAL COUNSEL OPINIONS AS TO REAL ESTATE MATTERS[1]

[1] NOTE TO DRAFT: Subject to review by H&W and Beal Bank.

G-1 FORM OF LOCAL COUNSEL OPINIONS AS TO MA REAL ESTATE MATTERS

100 Summer Street
Boston, Massachusetts 02110-2131
(617) 345-1000
Fax: (617) 345-1300

[●], 2018

To: (1) CLMG Corp., in its capacities as First Lien Collateral Agent and Administrative Agent, as such terms are defined in the Exit First Lien Credit and Guaranty Agreement (the "Credit Agreement"), dated as of [●], 2018, among New MACH Gen, LLC, a Delaware limited liability company (the "Borrower"), the Guarantors identified therein, the Lenders and the Revolving Issuing Bank named therein and CLMG Corp., as First Lien Collateral Agent and Administrative Agent and (2) Beal Bank USA, as Term B Lender, as Term C Lender and as Revolving Credit Lender under the Credit Agreement ("Beal USA")

Re: Millennium Generating Facility – 2018 Financing

Ladies and Gentlemen:

We have acted as special counsel to Millennium Power Partners, L.P., a Delaware limited partnership (the "Company"), in connection with the financing for the "Millennium Project", as such term is defined in the Credit Agreement, and in such capacity we have reviewed executed counterparts or copies of executed counterparts represented to us as being true copies of the originals of each of the following documents:

(a) a certain [Fee and Leasehold Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (Massachusetts)] to secure a maximum principal indebtedness of $[_____], dated as of [●], 2018 (the "Mortgage"), from the Company to CLMG Corp., as collateral agent (in such capacity, the "First Lien Collateral Agent") for the First Lien Secured Parties, as such term is defined in the Collateral Agency and Intercreditor Agreement (the "Intercreditor Agreement"), dated as of [●], 2018, among Borrower, the Guarantors identified therein, the First Lien Collateral Agent, CLMG Corp. as First Lien Administrative Agent, the Second Lien Administrative Agent, the Second Lien Collateral Agent, and the other parties identified therein; and

We have also reviewed executed counterparts or copies of executed counterparts represented to us as being true copies of the original of the Credit Agreement and that certain Lease dated as of August 31, 1998 by and between the Company and the Town of Southbridge in respect of a portion of the Millennium Project.

We have also examined such other documents and matters as we have considered necessary or appropriate under the circumstances to render the following opinions.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Mortgage. This opinion is rendered at the request of Borrower pursuant to Section [3.01(a)(xx)] of the Credit Agreement.

In rendering the opinions set forth below, we have assumed that:

A. Due Organization of Company. The Company is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business in the Commonwealth of Massachusetts (the "State").

B. Authority by Company. The Company has all requisite power and authority to (i) consummate the transactions described in the Mortgage, (ii) execute and deliver the Mortgage, and (iii) perform its obligations thereunder.

C. Execution by Company. The Company has duly and validly authorized, executed and delivered the Mortgage.

D. Authenticity of Documents. All documents submitted to us as originals are authentic; all documents submitted to us as certified, photostatic, conformed or emailed copies conform to the original documents; all signatures on all documents are genuine; and all public records reviewed are accurate and complete.

E. No Conflict or Breach. Neither the execution or delivery nor consummation of the transactions contemplated in the Mortgage nor compliance with the terms, conditions and provisions thereof nor the creation and perfection of the mortgage liens or other security interests provided for in the Mortgages will conflict with or result in any breach of any of the organizational documents of the Company, or any judgment, order, writ, injunction or decree of any court or governmental instrumentality or agency or with any agreement or instrument to which the Company may be a party, or to which its properties are subject or bound, or constitute a default thereunder, or result in the creation of any lien, charge, security interest or encumbrance of any nature whatsoever upon any of the property of the Company, except pursuant to the terms of the Mortgage.

F. Ownership of Project Facility. The Company is the owner and leasehold interest holder, as applicable, of the Millennium Project and the property encumbered by the Mortgage.

G. Recordation of Mortgage. The Mortgage will be duly recorded in the Worcester County Registry of Deeds (the "Registry").

H. Accuracy of Factual Matters. All material factual matters, including without limitation, representations and warranties, contained in the Mortgage, are true and correct as set forth therein.

I. Governing Law. The Mortgage will be governed by and construed in accordance with the internal laws of the State, notwithstanding any provisions of the Mortgage to the contrary.

J. Documents Evidencing Indebtedness or Obligations. Each document, instrument or agreement executed by the Company creating or evidencing "Indebtedness" or "Obligations" (as each such term is defined in the Mortgage) constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its respective terms.

K. Lender. We have assumed that you are a "lender subject to control, regulation or examination by any state or federal regulatory agency" within the meaning of Section 49(e) of Chapter 271 of the Massachusetts General Laws.

On the basis of such examination, our reliance upon the assumptions contained herein and our consideration of those questions of law we considered relevant, and subject to the limitations and qualifications contained herein, we are of the opinion that:

1. The Mortgage constitutes the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

2. Neither (a) the execution and delivery by the Company of the Mortgage, (b) the performance by the Company of its obligations thereunder, nor (c) the compliance with the terms and conditions thereof by the Company are in contravention of the provisions of any applicable law, rule or regulation of the State.

3. The execution and delivery by the Company of the Mortgage and the performance by the Company of the Company's obligations thereunder do not require any governmental consents, approvals, authorizations, permits, registrations, declarations or filings or other action or any notices to, consents of, orders of or filings with any governmental authority or regulatory body of the State (including those having jurisdiction over the enforcement of the environmental laws of the State), except for the recordation of the Mortgage in the Registry.

4. The Mortgage (including the acknowledgements) is in appropriate form for recordation in the State.

5. The Mortgage is in proper form sufficient to create a valid mortgage lien in favor of the First Lien Collateral Agent on that portion of the Mortgaged Property described therein that constitutes real property (including fixtures, as such term is defined in the Uniform Commercial Code in effect in the State (the "UCC"), to the extent that the same constitute real property) (collectively, the "Real Property"). The recordation of the Mortgage with the Registry is the only recordation, filing or registration necessary to perfect the liens on the Real Property created by the Mortgage. Upon recordation of the Mortgage with the Registry, the First Lien Collateral Agent will have a valid and perfected mortgage lien on the Real Property described in the Mortgage. No other recordation, filing, re-recordation or re-filing is necessary in order to perfect or to maintain the perfection of the mortgage lien on the Real Property created by the Mortgage.

6. Assuming that the Mortgage is properly recorded with the Registry and all fees in connection with such recording are paid, such recording is sufficient as of the date of this opinion to perfect a security interest as to any interests held by the Company in the "Fixtures" (as defined in M.G.L. c. 106, §9-102) as described in the Mortgage, further assuming that such security interest has attached.

7. Except as described in Paragraph 8 of this opinion, the First Lien Collateral Agent will not be subject to any taxes imposed by the State solely by reason of being the holder of either of the Mortgage or a party to the Mortgage.

8. Other than nominal recording and filing fees, no taxes or other charges, including, without limitation, intangible, documentary, stamp, mortgage, transfer or recording taxes or similar charges are payable to the State or to any governmental authority or regulatory body located therein on account of the execution or delivery of the Mortgage, the creation of the lien and security interest under the Mortgage, or the recordation of the Mortgage.

The foregoing opinions are subject to the following qualifications, limitations and exceptions:

The enforceability of the Mortgage and the lien created thereby may be limited or affected by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally (including, without limitation, fraudulent conveyance laws) and by general principles of equity including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible

unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law. The aforesaid opinion as to enforceability of the Mortgage is also subject to the qualification that certain provisions contained therein may not be enforceable, but (subject to the limitations set forth in the foregoing sentence) such unenforceability will not render the Mortgage invalid as a whole or substantially interfere with realization of the principal benefits and/or security provided thereby.

No opinion is rendered herein as to (a) the enforceability of any provision in the Mortgage purporting to waive the effect of applicable laws, rights to notice and hearings prior to the granting of any relief, or the right to trial by jury; (b) the enforceability of any provision of any agreement relating to confessions of judgment, waivers of defenses, the imposition of "penalty-rate" interest or the imposition of interest on interest; (c) the effectiveness of any power of attorney granted pursuant to the Mortgage; (d) any provisions of the Mortgage which provide for indemnification, contribution, waiver or release to the extent such provisions may be limited or rendered unenforceable, in whole or in part, by applicable Federal or state securities laws, criminal statutes, or the policies underlying such laws and by the effect of general rules of contract law that limit the enforceability of provisions releasing, exculpating or exempting a party from, or requiring indemnification for liability for action or inaction, to the extent the action or inaction involves gross negligence, recklessness, willful misconduct or unlawful conduct, or which provide for waivers which are rendered ineffective or unenforceable by provisions of the Massachusetts UCC, or waivers of contingent claims or rights; (e) any provision purporting to grant relief or remedies in advance, including, without limitation, any consent to the appointment of a receiver or the granting of relief from the automatic stay in bankruptcy under Title I of the Bankruptcy Reform Act of 1978, as amended and codified at Title 11 of the United States Code (the "Bankruptcy Code"); (f) the availability of the remedy of specific performance or of any other equitable remedy or relief, to enforce any right or obligation under any of the Mortgage; (g) any provision of the Mortgage to the extent that it provides that the First Lien Collateral Agent may set off and apply any deposits at any time held, or any other indebtedness at any time owing, by the First Lien Collateral Agent to or for the account of the Company; (h) the payment of any liquidated damages or other amount which may be held by a court to be a penalty or forfeiture; (i) Federal or state securities or blue sky laws, rules or regulations, or antitrust law, or ERISA or tax laws, rules, regulations or ordinances; (j) zoning, environmental, land use control, permitting or related issues; or (k) the waiver of inconvenient forum or any claim that venue is improper or provisions relating to subject matter jurisdiction of the courts set forth in any of the Mortgage. References in this opinion to the "Massachusetts UCC" shall mean the Uniform Commercial Code as in effect on the date hereof in The Commonwealth of Massachusetts.

Enforceability against the Company of the rights and remedies under the Mortgage with respect to that portion of the Mortgaged Property subject to the Lease is subject to the existence and continued effectiveness of the Lease.

Under M.G.L. Chapter 271, Section 49(e) ("Section 49(e)"), the provisions of applicable laws of the State regulating usury do not apply "to any lender subject to control, regulation or examination by any state or federal regulatory agency". With your permission, we have assumed that the First Lien Collateral Agent is subject to control, regulation or examination by one or more state or federal regulatory agencies within the meaning of Section 49(e).

We have made no examination of and express no opinion with respect to: (i) title to or, the description of the Mortgaged Property described in the Mortgage; (ii) the nature or extent of the Company's rights in, or title to, the Mortgaged Property; (iii) the existence or non-existence of liens, security interests, charges or encumbrances thereon or therein actually of record; or (iv) the priority of any lien on any part of the Mortgaged Property. We have not independently certified the existence, condition, or location or ownership of any of the Mortgaged Property.

Except as otherwise provided in numbered paragraph 5 above, we express no opinion as to the validity, legality, creation, perfection or enforceability of any security interest, lien or encumbrance in any property granted or purported to be granted by the Company. Without limiting the foregoing, we express no opinion as to the validity, legality, creation, perfection or enforceability any lien or encumbrance granted by the Company in the Mortgaged Property with the understanding that, with respect to such matters, the First Lien Collateral Agent will be relying upon one or more title insurance policies.

We express no opinion with respect to the perfection of any lien on any portion of any collateral that consists of consumer goods, equipment used in farming operations, farm products, crops, timber, as-extracted collateral, minerals and the like or accounts or general intangibles resulting from the sale thereof, beneficial interests in a trust or a decedent's estate, deposit accounts, letters of credit and policies of insurance.

We express no opinion with respect to accounts that are due from the United States or any state of the United States or any agency or department of the United States and are subject to the Federal Assignment of Claims Act or similar state statutes. We have assumed that there are no agreements or understandings among the parties, written or oral, and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement, or qualify the terms of any of the Mortgage.

We express no opinion with respect to PUHCA, PURPA, the FPA, or any other federal, State, or local law pertaining to the regulation of energy companies, "electric corporations," "utility companies," "public utility companies," "utility corporations," "public utility corporations," or any similar type of entity (or any affiliate thereof).

This opinion is given as of the date hereof, and we disclaim any obligation to update this opinion letter for events occurring after the date of this opinion letter. Although this opinion is given only as of the date hereof, we wish to call your attention to the following:

(a) Under Section 33 of Chapter 260 of the Massachusetts General Laws, as amended, Massachusetts mortgages are unenforceable 50 years after their recording unless extended pursuant to Section 34 of Chapter 260 of the Massachusetts General Laws, as amended, within the last 10 years of this 50-year statutory period by a recorded extension, acknowledgment or affidavit, the effect of which is to continue such period for an additional 10 years.

(b) Sections 9-507 and 9-508 of the Applicable UCC provide that if a debtor so changes its name or identity that a filed financing statement becomes seriously misleading, the filing is not effective to perfect a security interest in collateral acquired by that debtor more than four (4) months after such change unless (i) in the case of a change of the debtor's name, an appropriate amendment is filed in accordance with Section 9-507(c) of the Applicable UCC prior to the expiration of such period, or (ii) in the case of a change in the debtor's identity, an appropriate initial financing statement is filed before the expiration of that period in accordance with Section 9-508(b) of the Applicable UCC.

This foregoing opinion applies only with respect to the laws of the State and the federal laws of the United States of America, and we express no opinion with respect to the laws of any other jurisdiction.

This opinion is rendered only to the First Lien Collateral Agent, the Administrative Agent, Beal USA, and their respective successors and assigns (including any participant in any First Lien Collateral Agent's interests) and is solely for their benefit and the benefit of the First Lien Secured Parties in connection with the transactions contemplated by the Mortgage and the Credit Agreement and may not be relied upon by the First Lien Collateral Agent, the Administrative Agent, Beal USA, any of the other First

Lien Secured Parties, or any of their respective successors or assigns for any other purpose without our prior written consent.

Our opinion in paragraph 8 does not address (a) the real estate transfer tax payable in connection with any sale of the Mortgaged Property in foreclosure or by deed in lieu of foreclosure or (b) taxes imposed by the State to which the First Lien Collateral Agent would be subject if and when the First Lien Collateral Agent were to acquire title to the Mortgaged Property by reason of exercise of the power of sale or foreclosure of the Mortgage or by deed in lieu of foreclosure.

We express no opinion regarding regulatory approvals, if any, that may be required for any possible transfer of, or change in, ownership interests in Borrower or the Company.

We express no opinion as to compliance with or the effect of any applicable health, safety, tax, antitrust or securities law, rule, regulation or ordinance.

This opinion is limited to the matters set forth herein, no opinion may be inferred or implied beyond the matters expressly stated herein, and this opinion must be read in conjunction with the assumptions, limitations, exceptions and qualifications set forth in this opinion.

Very truly yours,

G-2 FORM OF LOCAL COUNSEL OPINIONS AS TO NY REAL ESTATE MATTERS

Clinton Square
Post Office Box 31051
Rochester, New York 14603-1051
(585) 263-1000
Fax: (585) 263-1600

[●], 2018

To: (1) CLMG Corp., in its capacities as First Lien Collateral Agent and Administrative Agent, as such terms are defined in the Exit First Lien Credit and Guaranty Agreement (the "Credit Agreement"), dated as of [●], 2018, among New MACH Gen, LLC, a Delaware limited liability company (the "Borrower"), the Guarantors identified therein, the Lenders and the Revolving Issuing Bank named therein and CLMG Corp., as First Lien Collateral Agent and Administrative Agent, (2) Beal Bank USA, as Term B Lender, as Term C Lender and as Revolving Credit Lender under the Credit Agreement ("Beal USA") and (3) Greene County Industrial Development Agency (the "Agency")

Re: Athens Generating Facility – 2018 Financing

Ladies and Gentlemen:

We have acted as special counsel to New Athens Generating Company, LLC, a Delaware limited liability company (the "Company"), in connection with the financing for the "Project Facility", as such term is defined in a certain Amended and Restated Lease Agreement between the Agency and Athens Generating Company, L.P. (the "Original Tenant") dated as of May 1, 2003, as assigned to the Company by a certain Assignment and Assumption of Lease made by the Original Tenant, dated as of August 16, 2004 (collectively, the "Lease Agreement"), in accordance with the terms of the Credit Agreement, and in such capacity we have reviewed executed counterparts or copies of executed counterparts represented to us as being true copies of the originals of each of the following documents (the documents listed in paragraphs (a) and (b) being collectively referred to herein as the "Mortgages"):

(a) a certain [Fee and Leasehold Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (New York)] to secure a maximum principal indebtedness of $[420,000,000.00], dated as of [●], 2018 (the "Agency Mortgage"), from the Agency and the Company to CLMG Corp., as collateral agent (in such capacity, the "First Lien Collateral Agent") for the First Lien Secured Parties, as such term is defined in the Collateral Agency and Intercreditor Agreement (the "Intercreditor Agreement"), dated as of [●], 2018, among Borrower, the Guarantors identified therein, the First Lien Collateral Agent, CLMG Corp. as First Lien Administrative Agent, the Second Lien Administrative Agent, the Second Lien Collateral Agent, and the other parties identified therein; and

(b) a certain [First Lien Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (New York)] to secure a maximum principal indebtedness of $[29,860.00], dated as of [●], 2018, from the Company to the First Lien Collateral Agent (the "Fee Mortgage").

We have also reviewed executed counterparts or copies of executed counterparts represented to us as being true copies of the original of the Credit Agreement.

We have also examined such other documents and matters as we have considered necessary or appropriate under the circumstances to render the following opinions.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Mortgages. This opinion is rendered at the request of Borrower pursuant to Section [3.01(a)(xx)] of the Credit Agreement.

In rendering the opinions set forth below, we have assumed that:

A. Authority of Agency. To the extent the obligations of the Company are dependent upon such matters, the Agency has all requisite power and authority to (i) consummate the transactions described in the Agency Mortgage, (ii) execute and deliver the Agency Mortgage, and (iii) perform its obligations thereunder.

B. Execution by Agency. To the extent the obligations of the Company are dependent upon such matters, the Agency has duly and validly authorized, executed and delivered the Agency Mortgage.

C. Enforceability Against Agency. To the extent the obligations of the Company are dependent upon such matters, the Agency Mortgage constitutes the legal and binding obligation of the Agency, enforceable against the Agency in accordance with its terms.

D. Due Organization of Company. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business in the State of New York (the "State").

E. Authority by Company. The Company has all requisite power and authority to (i) consummate the transactions described in the Mortgages, (ii) execute and deliver the Mortgages, and (iii) perform its obligations thereunder.

F. Execution by Company. The Company has duly and validly authorized, executed and delivered the Mortgages.

G. Authenticity of Documents. All documents submitted to us as originals are authentic; all documents submitted to us as certified, photostatic, conformed or emailed copies conform to the original documents; all signatures on all documents are genuine; and all public records reviewed are accurate and complete.

H. No Conflict or Breach. Neither the execution or delivery nor consummation of the transactions contemplated in the Mortgages nor compliance with the terms, conditions and provisions thereof nor the creation and perfection of the mortgage liens or other security interests provided for in the Mortgages will conflict with or result in any breach of any of the organizational documents of the Company, or any judgment, order, writ, injunction or decree of any court or governmental instrumentality or agency or with any agreement or instrument to which the Company may be a party, or to which its properties are subject or bound, or constitute a default thereunder, or result in the creation of any lien, charge, security interest or encumbrance of any nature whatsoever upon any of the property of the Company, except pursuant to the terms of the Mortgages.

I. Ownership of Project Facility. The Agency is the owner of the Project Facility. The Company is the owner of a leasehold estate in and to the Project Facility in accordance with the terms of the Lease Agreement. The Company is the owner of the property encumbered by the Fee Mortgage.

J. Recordation of Mortgages. Each of the Mortgages will be duly recorded in the Greene County Clerk's Office (the "Clerk's Office"). The mortgage recording tax, if any, payable pursuant to Article 11 of the Tax Law of the State and all applicable recording fees attendant to such recording will be paid.

K. Accuracy of Factual Matters. All material factual matters, including without limitation, representations and warranties, contained in the Mortgages, are true and correct as set forth therein.

L. Governing Law. The Mortgages will be governed by and construed in accordance with the internal laws of the State, notwithstanding any provisions of the Mortgages to the contrary.

M. Documents Evidencing Indebtedness or Obligations. Each document, instrument or agreement executed by the Company creating or evidencing "Indebtedness" or "Obligations" (as each such term is defined in the Mortgages) constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its respective terms.

N. Maximum Amount of Indebtedness. The aggregate principal amount of Indebtedness secured by the Mortgages does not exceed $[750,000,000].

O. Financing Proceeds. No proceeds of the financing for the Project Facility in accordance with the terms of the Credit Agreement are being used in a manner inconsistent with (a) the Order Authorizing Issuance of Debt of the Public Service Commission of the State (the "PSC") in Athens Generating Co., L.P., Case 01-E-0816 (issued and effective July 30, 2001) or (b) the PSC's Order Clarifying Prior Order in New Athens Generating Company LLC, Case 06-E-1223 and Athens Generating Company, L.P., Case 01-E-0816 (issued and effective November 15, 2006) (the "Clarifying Order"). No court challenge has been commenced as to the Clarifying Order.

On the basis of such examination, our reliance upon the assumptions contained herein and our consideration of those questions of law we considered relevant, and subject to the limitations and qualifications contained herein, we are of the opinion that:

1. Each of the Mortgages constitutes the valid and binding obligation of the Company, enforceable against the Company in accordance with its respective terms.

2. Neither (a) the execution and delivery by the Company of the Mortgages, (b) the performance by the Company of its obligations thereunder, nor (c) the compliance with the terms and conditions thereof by the Company are in contravention of the provisions of any applicable law, rule or regulation of the State.

3. The execution and delivery by the Company of the Mortgages and the performance by the Company of the Company's obligations thereunder do not require any governmental consents, approvals, authorizations, permits, registrations, declarations or filings or other action or any notices to, consents of, orders of or filings with any governmental authority or regulatory body of the State (including those having jurisdiction over the enforcement of the environmental laws of the State), except for the recordation of the Mortgages in the Clerk's Office.

4. Neither (a) the execution and delivery by the Company of the Credit Agreement, (b) the performance by the Company of its obligations thereunder, nor (c) the compliance with the terms and conditions thereof by the Company are in contravention of the provisions of the Public Service Law of the State.

5. The execution and delivery by the Company of the Credit Agreement and the performance by the Company of the Company's obligations thereunder do not require any consents,

approvals, authorizations, permits, registrations or declarations or other action or any notices to, orders of or filings with the Public Service Commission of the State.

6. Each of the Mortgages (including the acknowledgements) is in appropriate form for recordation in the State.

7. Each of the Mortgages is in proper form sufficient to create a valid mortgage lien in favor of the First Lien Collateral Agent on that portion of the Mortgaged Property described therein that constitutes real property (including fixtures, as such term is defined in the Uniform Commercial Code in effect in the State (the "UCC"), to the extent that the same constitute real property) (collectively, the "Real Property"). The recordation of the Mortgages in the Clerk's Office is the only recordation, filing or registration necessary to perfect the liens on the Real Property created by each of the Mortgages. Upon recordation of the Mortgages in the Clerk's Office, the First Lien Collateral Agent will have valid and perfected mortgage liens on the Real Property described in each of the Mortgages. No other recordation, filing, re-recordation or re-filing is necessary in order to perfect or to maintain the perfection of the mortgage liens on the Real Property created by each of the Mortgages.

8. Each of the Mortgages is in proper form sufficient to constitute a valid and effective fixture filing with respect to the property described therein which is or is to become fixtures under Article 9 of the UCC (the "Fixtures"). Upon the recordation of each of the Mortgages in the Clerk's Office, the First Lien Collateral Agent's security interest in the Fixtures will be perfected.

9. Assuming that the First Lien Collateral Agent is not otherwise doing business in the State, the First Lien Collateral Agent (a) will not be required to qualify to transact business in the State and (b) except as described in Paragraph 10 of this opinion, will not be subject to any taxes imposed by the State solely by reason of being the holder of either of the Mortgages or a party to either of the Mortgages.

10. Except for (a) the mortgage recording tax, if any, payable pursuant to Article 11 of the Tax Law of the State and (b) recording and filing fees, no taxes or other charges, including, without limitation, intangible, documentary, stamp, mortgage, transfer or recording taxes or similar charges are payable to the State or to any governmental authority or regulatory body located therein on account of the execution or delivery of the Mortgages, the creation of the liens and security interests under each of the Mortgages, or the recordation of the Mortgages.

The foregoing opinions are subject to the following qualifications, limitations and exceptions:

The enforceability of each of the Mortgages and the liens created thereby may be limited or affected by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally (including, without limitation, fraudulent conveyance laws) and by general principles of equity including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law. The aforesaid opinion as to enforceability of each of the Mortgages is also subject to the qualification that certain provisions contained therein may not be enforceable, but (subject to the limitations set forth in the foregoing sentence) such unenforceability will not render either of the Mortgages invalid as a whole or substantially interfere with realization of the principal benefits and/or security provided thereby.

Enforceability against the Company of the rights and remedies under the Agency Mortgage is subject to the existence and continued effectiveness of the Lease Agreement.

We have made no examination of and express no opinion with respect to: (i) title to or, the description of the Mortgaged Property described in either of the Mortgages; (ii) the nature or extent of the

Company's rights in, or title to, the Mortgaged Property; (iii) the existence or non-existence of liens, security interests, charges or encumbrances thereon or therein actually of record; or (iv) the priority of any liens on any part of the Mortgaged Property, including, without limitation, the priority of the liens of the Mortgages. We have not independently certified the existence, condition, or location or ownership of any of the Mortgaged Property.

Except as expressly stated in opinion paragraphs 4 and 5, we express no opinion with respect to PUHCA, PURPA, the FPA, the New York State Public Service Law, or any other federal, State, or local law pertaining to the regulation of energy companies, "electric corporations," "utility companies," "public utility companies," "utility corporations," "public utility corporations," or any similar type of entity (or any affiliate thereof).

This opinion is given as of the date hereof, and we disclaim any obligation to update this opinion letter for events occurring after the date of this opinion letter.

This foregoing opinion applies only with respect to the laws of the State and the federal laws of the United States of America, and we express no opinion with respect to the laws of any other jurisdiction.

This opinion is rendered only to the First Lien Collateral Agent, the Administrative Agent, Beal USA, the Agency and their respective successors and assigns (including any participant in any First Lien Collateral Agent's interests) and is solely for their benefit and the benefit of the First Lien Secured Parties in connection with the transactions contemplated by the Mortgages and the Credit Agreement and may not be relied upon by the First Lien Collateral Agent, the Administrative Agent, Beal USA, any of the other First Lien Secured Parties, or the Agency or any of their respective successors or assigns for any other purpose without our prior written consent.

Our opinion in paragraph 9 does not address (a) the real estate transfer tax payable pursuant to Article 31 of the New York Tax Law in connection with any sale of the Real Property in foreclosure or by deed in lieu of foreclosure or (b) taxes imposed by the State to which the First Lien Collateral Agent would be subject if and when the First Lien Collateral Agent were to acquire title to the Mortgaged Property by reason of exercise of the power of sale or foreclosure of either of the Mortgages or by deed in lieu of foreclosure.

We express no opinion regarding regulatory approvals, if any, that may be required for any possible transfer of, or change in, ownership interests in Borrower or the Company.

We express no opinion as to compliance with or the effect of any applicable health, safety, tax, antitrust or securities law, rule, regulation or ordinance.

This opinion is limited to the matters set forth herein, no opinion may be inferred or implied beyond the matters expressly stated herein, and this opinion must be read in conjunction with the assumptions, limitations, exceptions and qualifications set forth in this opinion.

Very truly yours,

EXHIBIT H

FORM OF
CASH PAYMENT ELECTION

CASH PAYMENT ELECTION

Date: [_____ __], 20__

CLMG Corp.,
as Administrative Agent
7195 Dallas Parkway
Plano, Texas 75024
Attention: James Erwin
Telephone: 469-467-5414
Telecopier No: 469-467-5550
E-mail: jerwin@clmgcorp.com

Re: New MACH Gen, LLC

Ladies and Gentlemen:

Reference is made to the Exit First Lien Credit and Guaranty Agreement, dated as of [●], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"; the terms defined therein, unless otherwise defined herein, being used herein as therein defined), among New MACH Gen, LLC, a Delaware limited liability company (the "***Borrower***"), the Guarantors, the Lenders party thereto, CLMG Corp., as First Lien Collateral Agent, and CLMG Corp., as Administrative Agent.

1. Cash Payment Election. Pursuant to Section [2.07(b)(ii)] of the Credit Agreement, this notice (this "***Cash Payment Election***") is to confirm that the Borrower hereby elects to make a cash payment (in lieu of PIK Interest) (such cash payment, the "***Elective Cash Payment***") in respect of the [_____] Facility (the "***Applicable Facility***").

2. Payment Information. The Elective Cash Payment shall be made by the Borrower in an amount equal to $[_____], on [*insert applicable Interest Payment Date*], which date is at least [three (3) Business Days] from the date hereof.

Delivery of an executed counterpart of this Cash Payment Election by fax or electronic mail (in "pdf" format) shall be effective as delivery of an original executed counterpart of this Cash Payment Election.

[*Signature page follows*]

IN WITNESS WHEREOF, the Borrower has caused this Cash Payment Election to be duly executed and delivered by a Responsible Officer of the Borrower as of the date first written above.

NEW MACH GEN, LLC,
as the Borrower

By:_____
Name:
Title:

Exhibit M-1
to the
Restructuring Support Agreement

NEW SECOND LIEN CREDIT AGREEMENT

SECOND LIEN CREDIT AND GUARANTY AGREEMENT

Dated as of [●], 2018

Among

NEW MACH GEN, LLC

as Borrower

and

THE GUARANTORS NAMED HEREIN

as Guarantors

and

THE INITIAL LENDER NAMED HEREIN

as Initial Lender

and

TALEN INVESTMENT CORPORATION
as Second Lien Collateral Agent

and

TALEN INVESTMENT CORPORATION
as Administrative Agent

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SECOND LIEN CREDIT AND GUARANTY AGREEMENT

SECOND LIEN CREDIT AND GUARANTY AGREEMENT dated as of [●], 2018, among NEW MACH GEN, LLC, a Delaware limited liability company (the "***Borrower***"), the Guarantors (as hereinafter defined), the Lenders (as hereinafter defined), Talen Investment Corporation, a Delaware corporation, as second lien collateral agent (together with any successor collateral agent appointed pursuant to Section 7 of the Intercreditor Agreement, the "***Second Lien Collateral Agent***") for the Second Lien Secured Parties (as hereinafter defined), and Talen Investment Corporation, a Delaware corporation, as administrative agent (together with any successor administrative agent appointed pursuant to Article VII, the "***Administrative Agent***" and, together with the Second Lien Collateral Agent, the "***Agents***") for the Lenders (as hereinafter defined).

PRELIMINARY STATEMENTS:

(1) Each of the Borrower and the Guarantors is a debtor in a pending case under chapter 11 of the Bankruptcy Code, jointly administered with the corresponding case of each other Loan Party (such cases together, the "***Chapter 11 Cases***"), in the United States Bankruptcy Court for the District of Delaware (the "***Bankruptcy Court***").

(2) The Borrower and Beal Bank USA are co-proponents of a prepackaged plan of reorganization of such debtors (the "***Plan of Reorganization***"), which Plan of Reorganization has been confirmed by the Bankruptcy Court by order dated [●], 2018.

(3) The Borrower previously obtained first lien senior secured credit facilities under that certain Amended and Restated First Lien Credit and Guaranty Agreement, dated as of June 4, 2018 (as amended, modified or supplemented prior to the date hereof, the "***Pre-Petition First Lien Credit Agreement***"), among the Borrower, the Guarantors (as defined therein), CLMG Corp. ("***CLMG***"), as First Lien Collateral Agent (as defined therein), CLMG, as Administrative Agent (as defined therein), and the Lenders (as defined therein) party thereto.

(4) The Borrower and each Guarantor proposes to emerge from chapter 11 of the Bankruptcy Code as set forth in the Plan of Reorganization.

(5) In connection with emerging from chapter 11 of the Bankruptcy Code as set forth in the Plan of Reorganization, the Borrower agreed to cause the Harquahala Reorganization;

(6) In order to satisfy certain conditions to effectiveness and consummation of the Plan of Reorganization, the Borrower has requested that the Lenders make available, effective upon consummation of the Plan of Reorganization, a second lien senior secured credit

facility for the Borrower comprised of a $[●][1] term loan facility to (i) on the Effective Date repay a portion of the Existing Debt of the Existing Loan Parties outstanding on the Effective Date under the Pre-Petition First Lien Credit Agreement and the DIP Credit Agreement and (ii) on or after the Effective Date to pay transaction fees and expenses and provide funds for ongoing working capital requirements and other general corporate purposes of the Borrower and the Guarantors.

(7) The Lenders have indicated their willingness to agree to make available the Facility (as hereinafter defined), subject to the terms and conditions of this Agreement.

(8) The parties hereto are entering into this Agreement on the effective date of the Plan and in order to consummate the Plan of Reorganization.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

SECTION 1.01. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"***Accounts***" has the meaning specified in the Security Deposit Agreement.

"***Administrative Agent***" has the meaning specified in the recital of parties to this Agreement.

"***Administrative Agent's Account***" means the account of the Administrative Agent specified by the Administrative Agent in writing to the Lenders from time to time.

"***Affiliate***" means, as to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person or is a director or officer of such Person. For purposes of this definition, the term "*control*" (including the terms "*controlling*," "*controlled by*" and "*under common control with*") of a Person means the possession, direct or indirect, of the power to vote 15% or more of the Voting Interests of such Person or to direct or cause the direction of the management and policies of such Person, whether through the ownership of Voting Interests, by contract or otherwise.

"***Agent Parties***" has the meaning specified in Section 9.02(c).

[1] Note to Draft: The aggregate principal amount of the term loan facility shall equal the greater of $15 million and the aggregate amount required to satisfy the conditions to effectiveness and consummation of the Plan of Reorganization.

"***Agents***" has the meaning specified in the recital of parties to this Agreement.

"***Agreement***" means this Second Lien Credit and Guaranty Agreement, as amended.

"***Agreement Value***" means, for each Hedge Agreement or Commodity Hedge and Power Sale Agreement, on any date of determination, the amount, if any, that would be payable by any Loan Party to its counterparty to such Hedge Agreement or Commodity Hedge and Power Sale Agreement, as the case may be, in accordance with its terms as if an Early Termination Event (as defined in the Intercreditor Agreement) has occurred on such date of determination.

"***Anti-Terrorism Laws***" means any of the following (a) the Anti-Terrorism Order, (b) the Terrorism Sanctions Regulations (Title 31 Part 595 of the US Code of Federal Regulations), (c) the Terrorism List Governments Sanctions Regulations (Title 31 Part 596 of the US Code of Federal Regulations), (d) the Foreign Terrorist Organizations Sanctions Regulations (Title 31 Part 597 of the US Code of Federal Regulations), (e) the Patriot Act, (f) all other present and future legal requirements of any Governmental Authority addressing, relating to, or attempting to eliminate, terrorist acts and acts of war, and (g) any regulations promulgated pursuant thereto or pursuant to any legal requirements of any Governmental Authority governing terrorist acts and acts of war.

"***Anti-Terrorism Order***" means Section 1 of Executive Order 13224 of September 24, 2001, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (Title 12, Part 595 of the US Code of Federal Regulations).

"***Applicable Margin***" means 9.00% *per annum*.

"***Approved Fund***" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"***Asset Sale***" has the meaning specified in the Security Deposit Agreement.

"***Assignment and Acceptance***" means an assignment and acceptance entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 9.07 or by the definition of "***Eligible Assignee***"), and accepted by the Administrative Agent, in accordance with Section 9.07 and in substantially the form of Exhibit C hereto or any other form approved by the Administrative Agent.

"***Athens***" means New Athens Generating Company, LLC, a Delaware limited liability company and owner of the Athens Project.

"***Athens Cap Amount***" means, with respect to Athens as of any date of determination, the maximum amount of the Second Lien Obligations permitted to be (or not prohibited from being) guaranteed by Athens under the PILOT Documents.

"***Athens Project***" means the 1,080 MW natural gas/fuel oil-fired capable electric generating station located in Greene County, New York and all appurtenances thereto owned or operated by Athens, including electrical switchyards, electrical interconnections and fuel delivery and storage facilities.

"***Athens Water Supply Permits***" means, collectively, all Governmental Authorizations granting or otherwise conveying the water rights related to or associated with the Athens Project or the Athens Project site, including those water rights related to or associated with the fee owned real estate and such rights that are more particularly described as the Governmental Authorizations listed as items 4, 5 and 6 under the heading "ATHENS" on Schedule 4.01(e).

"***Bail-In Action***" means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"***Bail-In Legislation***" means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"***Bankruptcy Code***" means Title 11 of the United States Code entitled "*Bankruptcy*," as now and hereafter in effect, or any successor statute.

"***Bankruptcy Court***" has the meaning specified in the recitals to this Agreement.

"***Bankruptcy Law***" means the Bankruptcy Code and all other liquidation, conservatorship, bankruptcy, general assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"***Base Capex Amount***" has the meaning specified in Section 5.02(m)(i).

"***Borrower***" has the meaning specified in the recital of parties to this Agreement.

"***Borrowing***" means a borrowing consisting of simultaneous Loans made by the Lenders.

"***Business Day***" means a day of the year on which banks are not required or authorized by law to close in New York City or Las Vegas, Nevada, and, if the applicable Business Day relates to any Loans, on which dealings are carried on in the London interbank market.

"***Capacity***" means 1,080 MW in the case of Athens and 360 MW in the case of Millennium.

"***Capex Carryover Amount***" has the meaning specified in Section 5.02(m)(i).

"***Capital Expenditures***" means, for any Person for any period, the sum of, without duplication, (a) all expenditures made, directly or indirectly, by such Person or any of its

Subsidiaries during such period for equipment, fixed assets, real property or improvements, or for replacements or substitutions therefor or additions thereto, that have been or should be, in accordance with GAAP, reflected as additions to property, plant or equipment on a Consolidated balance sheet of such Person *plus* (b) the aggregate principal amount of all Debt (including Obligations under Capitalized Leases) assumed or incurred in connection with any such expenditures. For purposes of this definition, the purchase price of equipment that is purchased simultaneously with the trade-in of existing equipment or with insurance proceeds shall be included in Capital Expenditures only to the extent of the gross amount of such purchase price less the credit granted by the seller of such equipment for the equipment being traded in at such time or the amount of such proceeds, as the case may be.

"***Capital Expenditures for Investment***" means, in respect of any of the Loan Parties, the portions of such Loan Party's Capital Expenditures that are not Capital Expenditures for Maintenance.

"***Capital Expenditures for Maintenance***" means, in respect of any of the Loan Parties, Capital Expenditures that are customary for the operation and maintenance of any of the Projects at its Capacity in accordance with applicable law and Prudent Industry Practice and in the ordinary course of business consistent with past practice.

"***Capitalized Leases***" means all leases that have been or should be, in accordance with GAAP, recorded as capitalized leases.

"***Cash***" means money, currency or a credit balance in any demand account or deposit account.

"***Cash Equivalents***" has the meaning specified in the Security Deposit Agreement.

"***Cash Flow Payment Date***" has the meaning specified in the Security Deposit Agreement.

"***Casualty Event***" has the meaning specified in the Security Deposit Agreement.

"***CERCLA***" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time.

"***CERCLIS***" means the Comprehensive Environmental Response, Compensation and Liability Information System maintained by the U.S. Environmental Protection Agency.

"***Change of Control***" means, at any time, any "*person*" or "*group*" (within the meaning of Rule 13(d) of the Exchange Act and the rules of the Securities and Exchange Commission thereunder as in effect on the Effective Date) other than any member or members of the Sponsor Group (a) shall have acquired ownership, directly or indirectly, beneficially or of record, of more than 50% on a fully diluted basis of the aggregate voting power represented by the issued and outstanding Equity Interests in the Borrower or (b) have acquired direct or indirect control of the Borrower. For the purposes of this definition, "***Control***" shall be defined to mean the possession,

directly or indirectly, of the power to direct or cause the direction of the management and policies of the Borrower, whether through the ability to exercise voting power, contract or otherwise.

"***Chapter 11 Cases***" has the meaning specified in the recitals to this Agreement.

"***CLMG***" has the meaning specified in the recitals to this Agreement.

"***Collateral***" means the Equity Interests in the Borrower and all Property (including Equity Interests in any Guarantor) of the Loan Parties, now owned or hereafter acquired, other than Excluded Property.

"***Commitment***" means, (a) with respect to any Lender at any time, the amount set forth opposite its name on Schedule I hereto under the caption "*Commitment*" or, (b) with respect to any Lender that has entered into one or more Assignment and Acceptances, the amount set forth for such Lender in the Register maintained by the Administrative Agent pursuant to Section 9.07(f) as such Lender's "*Commitment*," in each case, as such amount may be reduced at or prior to such time pursuant to Sections 2.05 or 6.01.

"***Commodity Exchange Act***" means the Commodity Exchange Act (7 U.S.C § 1 et seq.), as amended from time to time, and any successor statute.

"***Commodity Hedge and Power Sale Agreement***" means any Non-Speculative swap, cap, collar, floor, future, option, spot, forward, power purchase and sale agreement, electric power generation capacity swap or purchase and sale agreement, fuel purchase and sale agreement, power transmission agreement, fuel transportation agreement, fuel storage agreement, or netting agreement or similar agreement entered into in respect of any commodity by any Loan Party in connection with any Permitted Trading Activity hedged with the same Commodity Hedge Counterparty under one master or implementation agreement, but excluding any Energy Management Agreement and any master or implementation agreements or transactions entered into pursuant to such Energy Management Agreement between any Loan Party and its counterparty to such Energy Management Agreement.

"***Commodity Hedge Counterparty***" means any Person that (a)(i) is a commercial bank, insurance company, investment fund or other similar financial institution or any Affiliate thereof which is engaged in the business of entering into Commodity Hedge and Power Sale Agreements, (ii) is any industrial or utility company or other company that enters into commodity hedges in the ordinary course of its business, or (iii) is either a load-serving entity that has received an order from a local commission or a municipal or cooperative entity that has been granted a monopoly franchise territory for retail electric sales and, in either case, the right to recover costs of purchased power in rates, and (b) in the case of (i) and (ii) only, at the time the applicable Commodity Hedge and Power Sale Agreement is entered into, has a Required Rating.

"***Communications***" has the meaning specified in Section 9.02(b).

"***Confidential Information***" means information that any Loan Party furnishes to any Agent or any Lender designated as confidential, but does not include any such information that is or becomes generally available to the public other than as a result of a breach by such Agent or any Lender of its obligations hereunder or that is or becomes available to such Agent or such Lender from a source other than the Loan Parties that is not, to the best of such Agent's or such Lender's knowledge, acting in violation of a confidentiality agreement with a Loan Party.

"***Consolidated***" refers to the consolidation of accounts in accordance with GAAP.

"***Contractual Obligations***" means, as applied to any Person, any provision of any Equity Interests issued by such Person or of any indenture, mortgage, deed of trust, contract, undertaking, agreement or other instrument to which such Person is a party or by which it or any of its Properties is bound.

"***Counterparty Collateral Accounts***" means cash collateral, lock-box, margin, clearing or similar accounts held in the name of a Loan Party and either (x) subject to a Permitted Lien pursuant to clause (d)(i) of the definition thereof; *provided*, that the aggregate balance of all such accounts under this clause (x) shall not exceed Reserve-Funded Cash Collateral Amount at any time or (y) subject to a Permitted Lien pursuant to clause (d)(ii) of the definition thereof; *provided*, that the balance of any such account under this clause (y) shall not exceed $250,000 at any time, and the aggregate balance of all such accounts under this clause (y) shall not exceed $1,000,000 at any time.

"***Debt***" of any Person means, without duplication, (a) Debt for Borrowed Money of such Person, (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables not overdue (unless being contested in good faith by appropriate proceedings for which reserves and other appropriate provisions, if any, required by GAAP shall have been made) by more than 90 days incurred in the ordinary course of such Person's business), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all obligations of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all obligations of such Person as lessee under Capitalized Leases, (f) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interests in such Person or any other Person or any warrants, rights or options to acquire such Equity Interests, valued, in the case of Redeemable Preferred Interests, at the greater of its voluntary or involuntary liquidation preference *plus* accrued and unpaid dividends, (g) all obligations of such Person in respect of Hedge Agreements and Commodity Hedge and Power Sale Agreements, valued at the Agreement Value thereof, (h) all Guaranteed Debt of such Person and (i) all indebtedness and other payment obligations referred to in clauses (a) through (h) above of another Person secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any Lien on property (including, without limitation, accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the

payment of such indebtedness or other payment obligations, not to exceed the value of the property on which such Lien exists.

"***Debt for Borrowed Money***" of any Person means, at any date of determination, the sum of (a) all items that, in accordance with GAAP, would be classified as indebtedness on a Consolidated balance sheet of such Person at such date, (b) all obligations of such Person under acceptance, letter of credit or similar facilities at such date and (c) all Synthetic Debt of such Person at such date.

"***Default***" means any Event of Default or any event that would constitute an Event of Default but for the passage of time or the requirement that notice be given or both.

"***Default Interest***" has the meaning specified in Section 2.06(c).

"***Deferred Stub Interest Payment Amount***" has the meaning specified in the Pre-Petition First Lien Credit Agreement.

"***Depositary***" has the meaning specified in the Security Deposit Agreement.

"***DIP Credit Agreement***" means that certain Senior Secured Superpriority Debtor-in-Possession Credit and Guaranty Agreement, dated as of [●], 2018, among the Borrower, the Guarantors (as defined therein), CLMG, in its capacities as administrative agent and collateral agent, and each of the banks, financial institutions, other institutional lenders and other parties party thereto from time to time, as amended.

"***Dollars***" and the sign "***$***" mean the lawful currency of the United States of America.

"***EDF***" means EDF Energy Services, LLC or any Affiliate of EDF Trading Limited.

"***EDF EMA***" means any Energy Management Agreement entered into between a Project Company and EDF.

"***EEA Financial Institution***" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"***EEA Member Country***" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"***EEA Resolution Authority***" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"***Effective Date***" has the meaning specified in Section 3.01.

"***Electric Interconnection and Transmission Agreements***" means each of: (a) that certain Interconnection Agreement dated April 27, 2001, effective May 15, 2001, by and between Athens and Niagara Mohawk Power Corporation in respect of the Athens Project; (b) that certain Special Protection System Engineering, Construction and Implementation Agreement, dated February 7, 2007, as amended and restated on December 21, 2012, by and between Athens and Niagara Mohawk Power Corporation d/b/a National Grid in respect of the Athens Project; (c) that certain Interconnection Service Agreement, dated November 26, 1997, by and between Millennium and New England Power Company in respect of the Millennium Project; and (d) that certain Service Agreement for Network Integration Transmission Service, effective February 1, 2002, by and between Millennium and New England Power Company in respect of the Millennium Project.

"***Eligible Assignee***" means (a) a Lender; (b) an Affiliate of a Lender; (c) an Approved Fund; and (d) any other Person (other than an individual) approved by the Administrative Agent (such approval not to be unreasonably withheld or delayed); *provided*, *further*, that no Loan Party shall qualify as an Eligible Assignee under this definition.

"***Energy Management Agreements***" means each energy management agreement or similar agreement (in each case including all master or implementation agreements and transactions thereunder (including relating to the purchase and sale of fuel or power or the transmission or transportation thereof) entered into pursuant to such Energy Management Agreement between any Loan Party and its counterparty to such Energy Management Agreement) entered into by a Loan Party with a counterparty, which counterparty shall (a) be Talen Energy Marketing, LLC (or any assignee or successor in interest with equal or better creditworthiness), for so long as Talen Energy Marketing, LLC or such assignee or successor in interest is an Affiliate of such Loan Party, or (b) have a Required Rating, in each case, for the management of Permitted Trading Activities of such Loan Party, which Energy Management Agreements include as of the date hereof: (i) that certain Power Sales and Energy Management Agreement, dated August 4, 2016, as amended on August 4, 2016, February 20, 2018, March 31, 2018, April 30, 2018 and May 31, 2018, by and between Talen Energy Marketing, LLC and Millennium in respect of the Millennium Project; and (ii) that certain Power Sales and Energy Management Agreement, dated September 1, 2016, as amended on September 1, 2016, February 20, 2018, March 31, 2018, April 30, 2018 and May 31, 2018, by and between Talen Energy Marketing, LLC and Athens in respect of the Athens Project.

"***Environmental Action***" means any action, suit, demand, demand letter, claim, written notice of non-compliance or violation, written notice of liability or potential liability, investigation, proceeding, consent order or consent agreement relating in any way to any Environmental Law, any Environmental Permit or Hazardous Material, including, without limitation, (a) by any governmental or regulatory authority for enforcement, cleanup, removal, response, remedial or other actions or damages and (b) by any governmental or regulatory authority or third party for damages, contribution, indemnification, cost recovery, compensation or injunctive relief.

"***Environmental Law***" means any Federal, state or local statute, law, ordinance, rule, regulation, code, order, writ, judgment, injunction or decree relating to pollution or protection of the environment or, as such relates to exposure to Hazardous Materials, health or natural resources, including, without limitation, those relating to the use, handling, transportation, treatment, storage, disposal, release or discharge of Hazardous Materials.

"***Environmental Permit***" means any permit, approval, identification number, license or other authorization required under any Environmental Law.

"***EOD Notice***" has the meaning specified in Section 6.01.

"***Equity Interests***" means, with respect to any Person, shares of capital stock of (or other ownership or profit interests in) such Person, warrants, options or other rights for the purchase or other acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or other acquisition from such Person of such shares (or such other interests), and other ownership or profit interests in such Person (including, without limitation, partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are authorized or otherwise existing on any date of determination.

"***ERISA***" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

"***ERISA Affiliate***" means any Person that for purposes of Title IV of ERISA is a member of the controlled group of any Loan Party, or under common control with any Loan Party, within the meaning of Section 414 (b) or (c) of the Internal Revenue Code.

"***ERISA Event***" means (a)(i) the occurrence of a reportable event, within the meaning of Section 4043 of ERISA, with respect to any Plan unless the 30 day notice requirement with respect to such event has been waived by the PBGC or (ii) the requirements of Section 4043(b) of ERISA apply with respect to a contributing sponsor, as defined in Section 4001(a)(13) of ERISA, of a Plan, and an event described in paragraph (9), (10), (11), (12) or (13) of Section 4043(c) of ERISA is reasonably expected to occur with respect to such Plan within the following 30 days; (b) the application for a minimum funding waiver with respect to a Plan; (c) the provision by the administrator of any Plan of a notice of intent to terminate such Plan, pursuant to Section 4041(a)(2) of ERISA (including any such notice with respect to a plan amendment referred to in Section 4041(e) of ERISA); (d) the cessation of operations at a facility of any Loan Party or any ERISA Affiliate in the circumstances described in Section 4062(e) of ERISA; (e) the withdrawal by any Loan Party or any ERISA Affiliate from a Multiple Employer Plan during a plan year for which it was a substantial employer, as defined in Section 4001(a)(2) of ERISA; (f) the conditions for imposition of a lien under Section 303(k) of ERISA shall have been met with respect to any Plan; (g) the adoption of an amendment to a Plan requiring the provision of security to such Plan pursuant to Section 206(g)(5) of ERISA; or (h) the institution by the PBGC of proceedings to terminate a Plan pursuant to Section 4042 of ERISA, or the occurrence of any

event or condition described in Section 4042 of ERISA that constitutes grounds for the termination of, or the appointment of a trustee to administer, such Plan.

"***EU Bail-In Legislation Schedule***" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"***Eurocurrency Liabilities***" has the meaning specified in Regulation D of the Board of Governors of the Federal Reserve System, as in effect from time to time.

"***Eurodollar Rate***" means, for any Interest Period in respect of a Loan, an interest rate *per annum* equal to the rate per annum obtained by dividing (a) the rate *per annum* (rounded upwards, if necessary, to the nearest 1/100 of 1%) equal to the London interbank offered rate administered by ICE Benchmark Administration (or any other person which takes over the administration of that rate) for deposits in U.S. Dollars displayed on the ICE LIBOR USD page ("***ICE LIBOR***") of the Reuters Screen (or any replacement Reuters page which displays that rate) or other commercially available source providing quotations of ICE LIBOR, as designated by the Administrative Agent from time to time, at approximately 11:00 A.M. (London time) on the Interest Rate Determination Date for such Interest Period, as the London interbank offered rate for deposits in Dollars with a maturity corresponding to the applicable Eurodollar Rate Period, by (b) a percentage equal to 100% minus the Eurodollar Rate Reserve Percentage for such Interest Period, as applicable; provided that the Eurodollar Rate shall in no event be less than 0.00% per annum at any time. If at any time the Administrative Agent reasonably determines that (i) adequate and reasonable means do not exist for ascertaining the Eurodollar Rate and such circumstances are unlikely to be temporary or (ii) such circumstances have not arisen but the supervisor for the administrator of the Eurodollar Rate or a Governmental Authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which the Eurodollar Rate shall no longer be used for determining interest rates for loans, then the Administrative Agent and the Borrower shall enter into an amendment to this Agreement to establish an alternate rate of interest to the Eurodollar Rate that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loans in the United States, which amendment shall not require any further action or consent of any other party to this Agreement so long as the Required Lenders shall not have objected to such amendment within five Business Days of receiving notice thereof; provided, that if the Administrative Agent and the Borrower, following reasonable efforts, do not agree on an alternate rate of interest to the Eurodollar Rate and/or the Required Lenders shall have objected to the alternative rate of interest to the Eurodollar Rate, the Administrative Agent may select an alternate rate of interest to the Eurodollar Rate in its reasonable discretion taking into account current market standards.

"***Eurodollar Rate Period***" means, for any Interest Period in respect of a Loan, a period of three months.

"***Eurodollar Rate Reserve Percentage***" means, for any Interest Period in respect of a Loan, the reserve percentage applicable two Business Days before the first day of such Interest Period under regulations issued from time to time by the Board of Governors of the Federal

Reserve System (or any successor) for determining the maximum reserve requirement (including, without limitation, any emergency, supplemental or other marginal reserve requirement) for a member bank of the Federal Reserve System in New York City with respect to liabilities or assets consisting of or including Eurocurrency Liabilities (or with respect to any other category of liabilities that includes deposits by reference to which the interest rate on Loans is determined) having a term equal to such Interest Period.

"***Event of Eminent Domain***" has the meaning specified in the Security Deposit Agreement.

"***Event of Default***" means the occurrence of any event specified in Section 6.01(a) – (o) and with respect to which the Administrative Agent shall have delivered an EOD Notice to the Borrower; *provided*, that the occurrence of any of the events described in Section 6.01(f) shall constitute an "Event of Default" automatically without the requirement of delivery of an EOD Notice.

"***EWG***" has the meaning specified in Section 4.01(v).

"***Excluded Property***" has the meaning specified in the Intercreditor Agreement.

"***Excluded Swap Obligation***" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guaranty (or any guarantee of such Guarantor in respect of any Swap Obligation under any Hedge Agreements and Commodity Hedge and Power Sale Agreements) of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation, or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of such Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation or at any other time as is required for purposes of the Commodity Exchange Act or regulations. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guarantee or security interest is or becomes illegal.

"***Existing Debt***" means the Debt of the Existing Loan Parties outstanding immediately before the occurrence of the Effective Date.

"***Existing Loan Parties***" means the "Loan Parties" (as defined in the Pre-Petition First Lien Credit Agreement).

"***Facility***" means, at any time, the aggregate amount of the Lenders' Commitments at such time.

"***FERC***" means the Federal Energy Regulatory Commission and its successors.

"***First Lien Collateral Documents***" has the meaning specified in the Intercreditor Agreement.

"***First Lien Facility***" means the first lien credit facility provided to the Loan Parties pursuant to that certain Exit First Lien Credit and Guaranty Agreement, dated as of the date hereof (the "***First Lien Credit Agreement***"), among the Borrower, the Guarantors, CLMG, as First Lien Collateral Agent (as defined therein), CLMG, as Administrative Agent (as defined therein), and the Lenders (as defined therein) party thereto, as amended, amended and restated, supplemented, refinanced, replaced or otherwise modified from time to time in accordance with its terms.

"***First Lien Credit Agreement***" has the meaning specified in the definition of "First Lien Facility".

"***First Lien Secured Parties***" has the meaning specified in the Intercreditor Agreement.

"***First Lien Obligations***" has the meaning specified in the Intercreditor Agreement.

"***Fiscal Quarter***" means a fiscal quarter of any Fiscal Year.

"***Fiscal Year***" means a fiscal year of the Borrower and its Subsidiaries ending on December 31 of each calendar year.

"***Floor Amount***" means with respect to any sale in respect of any Project or any Project Company pursuant to Section 5.02(e)(v), with respect to (i) the Athens Project or Athens, $400,000,000 and (ii) the Millennium Project or Millennium, $200,000,000.

"***FPA***" means the Federal Power Act, as amended. "***Fund***" means any Person (other than an individual) that is or will be engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course.

"***GAAP***" has the meaning specified in Section 1.03.

"***Gas Interconnection Agreements***" means each of: (a) that certain Letter Agreement, dated November 6, 1997, by and between Millennium and Tennessee Gas Pipeline Company regarding reimbursement and installation of facilities in respect of the Millennium Project; (b) that certain Balancing Agreement, dated March 15, 2000, by and between Millennium and Tennessee Gas Pipeline Company in respect of the Millennium Project; (c) that certain Interconnection Facilities Agreement, dated October 24, 2001, by and between Athens and Iroquois Gas Transmission System, LP in respect of the Athens Project; (d) that certain Operations and Maintenance Agreement for the Athens Interconnection Facility, dated October 24, 2001, by and between Athens and Iroquois Gas Transmission System, LP in respect of the Athens Project; and (e) that certain Operational Balancing Agreement, dated October 24, 2001, by and between Athens and Iroquois Gas Transmission System, LP in respect of the Athens Project.

"***Governmental Authority***" means any nation or government, any state, province, city, municipal entity or other political subdivision thereof, and any governmental, executive, legislative, judicial, administrative or regulatory agency, department, authority, instrumentality, commission, board, bureau or similar body, whether federal, state, provincial, territorial, local or foreign.

"***Governmental Authorization***" means any authorization, approval, consent, franchise, license, covenant, order, ruling, permit, certification, exemption, notice, declaration or similar right, undertaking or other action of, to or by, or any filing, qualification or registration with, any Governmental Authority.

"***Granting Lender***" has the meaning specified in Section 9.07(l).

"***Guaranteed Debt***" means, with respect to any Person, any obligation or arrangement of such Person to guarantee or otherwise assure payment of any Debt ("***primary obligations***") of any other Person (the "***primary obligor***") in any manner, whether directly or indirectly, including, without limitation, (a) the direct or indirect guarantee, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of a primary obligor, (b) the obligation to make take-or-pay or similar payments, if required, regardless of nonperformance by any other party or parties to an agreement or (c) any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (A) for the purchase or payment of any such primary obligation or (B) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor or (iii) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof. The amount of any Guaranteed Debt shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guaranteed Debt is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable pursuant to the terms of the instrument evidencing such Guaranteed Debt) or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder), as determined by such Person in good faith.

"***Guaranteed Obligations***" has the meaning specified in Section 8.01(a).

"***Guarantors***" means MACH Gen GP, LLC and each of the Project Companies.

"***Guaranty***" means the guaranty of the Guarantors set forth in Article VIII.

"***Harquahala***" means New Harquahala Generating Company, LLC, a Delaware limited liability company.

"***Harquahala Reorganization***" means the distribution of Harquahala's equity to the holders of the First Lien Term Loan Claims (as defined in the Plan of Reorganization) or their designee pursuant to, and in exchange for the consideration set forth in, the Plan of Reorganization.

"***Hazardous Materials***" means (a) petroleum or petroleum products, by-products or breakdown products, radioactive materials, asbestos-containing materials and polychlorinated biphenyls and (b) any other chemicals, materials or substances designated, classified or regulated as hazardous or toxic or as a pollutant or contaminant under any Environmental Law.

"***Hedge Agreements***" means interest rate swap, cap or collar agreements, interest rate future or option contracts, currency swap agreements, currency future or option contracts and other hedging agreements but excluding any Commodity Hedge and Power Sale Agreement.

"***ICE LIBOR***" has the meaning specified in the definition of "Eurodollar Rate".

"***IDA Lease***" means that certain Lease Agreement, dated December 1, 2001, amended and restated on May 1, 2003, by and between the Greene County Industrial Development Agency, as landlord, and Athens, as tenant, in respect of the Athens Project, as amended.

"***Indemnified Costs***" has the meaning specified in Section 7.05(a).

"***Indemnified Party***" has the meaning specified in Section 9.04(b).

"***Initial Lender***" means the Person listed on the signature pages hereof as the Initial Lender.

"***Initial Second Lien Mortgages***" has the meaning specified in Section 3.01(a)(iv).

"***Insufficiency***" means, with respect to any Plan, the amount, if any, of its unfunded benefit liabilities, as defined in Section 4001(a)(18) of ERISA.

"***Intercreditor Agreement***" means that certain Collateral Agency and Intercreditor Agreement, dated as of [●], 2018, by and among the Borrower, the Guarantors, the First Lien Collateral Agent (as defined therein), the First Lien Administrative Agent (as defined therein), the Second Lien Collateral Agent, the Administrative Agent, as Second Lien Administrative Agent, the LC Provider and the other Persons party thereto from time to time, as amended.

"***Interest Payment Date***" means, with respect to any Loan, the last day of each March, June, September and December; provided, that, in addition to the foregoing, in each case, each of (x) the date upon which the Loan has been paid in full and (y) the Maturity Date, shall be deemed to be an "Interest Payment Date" with respect to any interest that has then accrued under this Agreement.

"***Interest Period***" means, for each Loan, the period commencing on the date of such Loan, and, thereafter, each subsequent period commencing on the day following the last day of the immediately preceding Interest Period, and ending on the last day of the period determined pursuant to the provisions below.

(a) Interest Periods commencing on the same date shall be of the same duration;

(b) the initial Interest Period for any Loan shall end on the date which is three months after such Loan is made;

(c) whenever the last day of any Interest Period would otherwise occur on a day other than a Business Day, the last day of such Interest Period shall be extended to occur on the next succeeding Business Day; *provided*, *however*, that, if such extension would cause the last day of such Interest Period to occur in the next following calendar month, the last day of such Interest Period shall occur on the next preceding Business Day;

(d) no Interest Period for a Loan may end later than the Termination Date; and

(e) whenever the first day of any Interest Period occurs on a day of an initial calendar month for which there is no numerically corresponding day in the calendar month that succeeds such initial calendar month by the number of months equal to the number of months in such Interest Period, such Interest Period shall end on the last Business Day of such succeeding calendar month.

"***Interest Rate Determination Date***" means, with respect to any Interest Period, the date that is two Business Days prior to the first day of such Interest Period.

"***Internal Revenue Code***" means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

"***Investment***" in any Person means any loan or advance to such Person, any purchase or other acquisition of any Equity Interests or Debt or the assets comprising a division or business unit or a substantial part or all of the business of such Person, any capital contribution to such Person or any other direct or indirect investment in such Person, including, without limitation, any acquisition by way of a merger or consolidation (or similar transaction) and any arrangement pursuant to which the investor incurs Debt of the types referred to in clause (h) or (i) of the definition of "***Debt***" in respect of such Person.

"***LC Provider***" means Talen, as LC Provider under the LC Support Agreement.

"***LC Support Agreement***" means that certain LC Support Agreement, dated as of the date hereof, by and among the Second Lien Collateral Agent, Talen, as LC Provider, the Guarantors and the Borrower.

"***Lenders***" means the Initial Lender and each Person that shall become a Lender hereunder pursuant to Section 9.07 for so long as such Person shall be a party to this Agreement.

"***Lending Office***" means, with respect to any Lender, the office of such Lender specified as its "*Lending Office*" opposite its name on Schedule I hereto or in the Assignment and Acceptance pursuant to which it became a Lender, or such other office of such Lender as such Lender may from time to time specify to the Borrower and the Administrative Agent.

"***Liability Amount***" means the amount that a Loan Party would owe under an Energy Management Agreement to the counterparty thereunder upon the termination of such Energy Management Agreement.

"***Lien***" means, with respect to any Property, (a) any mortgage, deed of trust, deed to secure debt, lien (statutory or otherwise), pledge, hypothecation, encumbrance, collateral assignment, charge or security interest in, on or of such Property, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing), relating to such Property, and (c) in the case of Equity Interests or debt securities, any purchase option, call or similar right of a third party with respect to such Equity Interests or debt securities. For the avoidance of doubt, "***Lien***" shall not include any netting or set-off arrangements under any Contractual Obligation (other than Contractual Obligations constituting Debt for Borrowed Money) otherwise permitted under the terms of the Loan Documents.

"***Loan***" has the meaning specified in Section 2.01(a).

"***Loan Documents***" means (a) this Agreement, (b) the Notes, (c) the Guaranty, (d) the Intercreditor Agreement, (e) the LC Support Agreement (f) the Second Lien Collateral Documents and (g) any other document that is executed in connection with the transactions contemplated herewith or therewith and is deemed in writing by the Borrower and the Administrative Agent to constitute a Loan Document, in each case, for clauses (a) through (g), as amended.

"***Loan Parties***" means the Borrower and the Guarantors.

"***LTSAs***" means each of: (a) that certain Second Amended and Restated Term Warranty Contract, by and between Siemens Energy, Inc. and Athens, effective as of July 25, 2016, in respect of the Athens Project; and (b) that certain Second Amended and Restated Term Warranty Contract, by and between Siemens Energy, Inc. and Millennium, effective as of July 25, 2016, in respect of the Millennium Project.

"***MACH Gen***" means MACH Gen, LLC, a Delaware limited liability company and the owner of 100% of the Equity Interests of the Borrower.

"***Margin Stock***" has the meaning specified in Regulation U.

"***Material Adverse Change***" means any change, occurrence or development (including, without limitation, as a result of regulatory changes applicable to the Borrower or any of its Subsidiaries) that has had or could reasonably be expected to have a Material Adverse Effect.

"***Material Adverse Effect***" means a material adverse effect on (a) the financial condition, business, results or operations of the Borrower and its Subsidiaries, taken as a whole, (b) the rights and remedies of any Agent or the Lenders, taken as a whole, under any Loan Document or (c) the ability of the Loan Parties to perform their respective Obligations under the Loan Documents; *provided*, that with respect to any period prior to the Effective Date, (x) the

commencement of the Chapter 11 Cases and the solicitation of votes with respect to an Acceptable Plan (as defined in the DIP Credit Agreement) and (y) the solvency of the Loan Parties (including any market forces that had an adverse effect on such solvency), shall not constitute a Material Adverse Effect under clause (a) or (c) above.

"***Material Contract***" means each of (a) the Electric Interconnection and Transmission Agreements, (b) the Gas Interconnection Agreements, (c) the Water Supply Contracts, (d) the LTSAs, (e) any Commodity Hedge and Power Sale Agreement with a term in excess of one year after the first delivery or settlement thereunder, (f) the IDA Lease and the PILOT Documents, (g) the Millennium Lease, the Millennium Agreement and the Millennium Decommissioning Agreement, (h) the O&M Agreements, (i) the Energy Management Agreements, and (j) any other Contractual Obligation (other than any Loan Document or the Restructuring Support Agreement) entered into after the date hereof by any Loan Party for which breach, nonperformance or cancellation could reasonably be expected to have a Material Adverse Effect or materially impair or interfere with the operations of the Project Company to which such Contractual Obligation relates.

"***Maturity Date***" means March 31, 2024.

"***Maximum Potential Exposure***" means, with respect to any Commodity Hedge and Power Sale Agreement, an amount equal to the maximum potential exposure of the Loan Parties to the Commodity Hedge Counterparty as determined pursuant to such Commodity Hedge and Power Sale Agreement.

"***Millennium***" means Millennium Power Partners, L.P., a Delaware limited partnership and owner of the Millennium Project.

"***Millennium Agreement***" means that certain Agreement, dated March 6, 1997, by and between Millennium and Town of Charlton, Massachusetts in respect of the Millennium Project.

"***Millennium Decommissioning Agreement***" means that certain Decommissioning Agreement, dated November 25, 1997, by and between Millennium and Town of Charlton, Massachusetts in respect of the Millennium Project.

"***Millennium Lease***" means that certain Lease agreement, dated as of August 31, 1998, by and between the Town of Southbridge, Massachusetts and Millennium, in respect of the Millennium Project, as amended.

"***Millennium Project***" means the 360 MW natural gas/fuel oil-fired capable electric generating station located in Worcester County, Massachusetts and all appurtenances thereto owned or operated by Millennium, including electrical switchyards, electrical interconnections and fuel delivery and storage facilities.

"***Moody's***" means Moody's Investors Service, Inc.

"***Multiemployer Plan***" means a multiemployer plan, as defined in Section 4001(a)(3) of ERISA, to which any Loan Party or any ERISA Affiliate is making or accruing an obligation to make contributions, or has within any of the preceding five plan years made or accrued an obligation to make contributions.

"***Multiple Employer Plan***" means a single employer plan, as defined in Section 4001(a)(15) of ERISA, that (a) is maintained for employees of any Loan Party or any ERISA Affiliate and at least one Person other than the Loan Parties and the ERISA Affiliates or (b) was so maintained and in respect of which any Loan Party or any ERISA Affiliate could have liability under Section 4064 or 4069 of ERISA in the event such plan has been or were to be terminated.

"***Net Cash Proceeds***" has the meaning specified in the Security Deposit Agreement.

"***Non-Speculative***" means, in the case of any applicable Commodity Hedge and Power Sale Agreement, that (i) such Commodity Hedge and Power Sale Agreement is limited such that the volume of the hedges entered into thereunder with respect to a Project, taken together with the aggregate volume of hedges under all other Commodity Hedge and Power Sale Agreements in effect with respect to such Project, does not exceed the power output or fuel input limits of the Project it is intended to hedge and (ii) transactions under such Commodity Hedge and Power Sale Agreement are executed in a manner such that the amount of fixed-price gas purchased and the amount of fixed price power sold under such Commodity Hedge and Power Sale Agreement, in aggregate, are appropriately related (i.e., the amount of gas purchased under such Commodity Hedge and Power Sale Agreement approximates as reasonably as possible the amount of gas needed to generate the amount of fixed-price power sold thereunder); *provided*, *however*, that any Commodity Hedge and Power Sale Agreement entered into for a period that does not exceed five days and that otherwise meets the requirements of clause (i) above, shall be deemed to be Non-Speculative so long as the Borrower uses commercially reasonable efforts to minimize the duration of such uncovered arrangements.

"***Note***" means a promissory note of the Borrower payable to the order of any Lender, in substantially the form of Exhibit A hereto, evidencing the indebtedness of the Borrower to such Lender, as amended.

"***Notice of Borrowing***" means a Notice of Borrowing, in substantially the form of Exhibit B hereto, given by the Borrower in accordance with Section 2.02.

"***NPL***" means the National Priorities List under CERCLA.

"***O&M Agreements***" means each of: (a) that certain Second Amended and Restated Operation and Maintenance Agreement between Millennium and NAES Corporation dated as of January 1, 2013, as amended on March 1, 2015, extended on September 14, 2015, December 28, 2016 and December 22, 2017, in respect of the Millennium Project; and (b) that certain Second Amended and Restated Operation and Maintenance Agreement between Athens and NAES Corporation dated as of January 1, 2013, as amended on March 1, 2015, extended on September 14, 2015, December 28, 2016 and December 22, 2017, in respect of the Athens Project.

"***Obligation***" means all obligations of every nature of each Loan Party from time to time owed to any Agent (including former Agents) or any Lender from time to time outstanding hereunder and under the other Loan Documents, including, without limitation, all principal and all interest, fees, premium, expenses, reimbursement of amounts drawn under letters of credit (including those issued pursuant to the LC Support Agreement), and other charges accrued or accruing (or which would, absent commencement of any bankruptcy, insolvency or other similar proceeding involving creditors' rights generally and any proceeding ancillary thereto, accrue) on or after the commencement of any bankruptcy, insolvency or other similar proceeding involving creditors' rights generally and any proceeding ancillary thereto at the rate provided for herein or the relevant Loan Document, whether or not such interest, fees, premium, expenses or other charges are allowed or allowable in any such bankruptcy, insolvency or other similar proceeding involving creditors' rights generally and any proceeding ancillary thereto.

"***Operating Account***" has the meaning specified in the Security Deposit Agreement.

"***Other Taxes***" has the meaning specified in Section 2.11(b).

"***Patriot Act***" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. 107-56, signed into law October 26, 2001.

"***PBGC***" means the Pension Benefit Guaranty Corporation (or any successor).

"***Permitted Encumbrances***" has the meaning specified in the Initial Second Lien Mortgages.

"***Permitted Liens***" means (a) Liens for taxes, assessments and governmental charges or levies to the extent not required to be paid under Section 5.01(b); (b) Liens imposed by or arising by operation of law, such as materialmen's, mechanics', carriers', workmen's and repairmen's Liens and other similar Liens (i) for amounts that are not overdue or (ii) for amounts that are overdue that (A) do not materially adversely affect the use of the Property to which they relate or (B) are bonded or are being contested in good faith by appropriate proceedings for which reserve and other appropriate provisions, if any, required by GAAP shall have been made; (c) pledges or deposits in the ordinary course of business to secure obligations under workers' compensation, unemployment insurance, social security legislation or other similar legislation or to secure public or statutory obligations or to secure a bond or letter of credit or similar instrument that is utilized to secure such obligations; (d) (i) Liens on deposits (or pledges of deposit accounts or securities accounts containing such deposits) to secure the performance of bids, Material Contracts and other Contractual Obligations permitted under this Agreement, trade contracts and leases (other than Debt that is not Debt of the type described in clause (g) of the definition thereof), statutory obligations, surety bonds (other than bonds related to judgments or litigation), performance bonds and other obligations of a like nature incurred in the ordinary course of business, or to secure a bond or letter of credit or similar instrument that is utilized to secure such obligations, in an aggregate amount not to exceed the Reserve-Funded Cash Collateral Amount; provided, this clause (d) shall not include any Lien described herein if any Default or Event of Default has occurred and is continuing on the date such Lien is incurred and (ii) Liens on

accounts receivable and each related deposit or securities account (and cash and investments therein) into which such accounts receivable are deposited, in each case granted on customary terms, to secure obligations pursuant to any Commodity Hedge and Power Sale Agreements or any Energy Management Agreement entered into by the Borrower in the ordinary course of business; provided, that the terms of such Commodity Hedge and Power Sale Agreements and Energy Management Agreements, as applicable, shall require that amounts in such accounts shall be netted against applicable expenses at least every 45 days and the excess above expenses promptly paid to the applicable Loan Party; (e) Liens securing judgments (or the payment of money not constituting a Default under Section 6.01(g)) or securing appeal or other surety bonds related to such judgments or to secure a bond or letter of credit or similar instrument that is utilized to secure such judgments; (f) Permitted Encumbrances; and (g) easements, rights-of-way, restrictions, encroachments and other minor defects or irregularities in title and any zoning or other similar restrictions to or vested in any governmental office or agency to control or regulate the use of any Real Property, that individually or in the aggregate do not materially adversely affect the value of said Real Property or materially impair the ability of the Loan Parties to operate the Real Property to which they relate in the ordinary course of business.

"***Permitted Trading Activity***" means (a) the daily or forward purchase and/or sale or other acquisition or disposition of wholesale or retail electric energy, capacity, ancillary services, transmission rights, emissions allowances, weather derivatives, demand derivatives and/or related commodities, in each case, whether physical or financial, (b) the daily or forward purchase and/or sale or other acquisition of fuel, fuel transportation and/or storage rights and/or capacity, whether physical or financial, (c) electric energy-related tolling transactions, as seller or tolling servicer, (d) price risk management activities or services, (e) other similar electric industry activities or services or (f) additional services as may be consistent with Prudent Industry Practice from time to time in support of the marketing and trading related to the Projects, in each case in the foregoing clauses (a) through (f), to the extent (i) the purpose of such activity (when taken together with any other related Permitted Trading Activities undertaken by the Loan Parties from time to time) is to protect the Borrower and the other Loan Parties against fluctuations in the price, availability or supply of any commodity or for compliance with applicable law, (ii) such activity is conducted in the ordinary course of business of the Borrower and the other Loan Parties and (iii) not for speculative purposes or on a speculative basis.

"***Person***" means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof.

"***PIK Interest***" means, with respect to any Loan, the payment-in-kind of interest in respect of such Loan by increasing the outstanding principal amount of the Loans.

"***PILOT Documents***" means the PILOT Agreement, the PILOT Mortgage and each other Instrument of Collateral Security (as each such term is defined in the IDA Lease).

"***Plan***" means a Single Employer Plan or a Multiple Employer Plan.

"***Plan of Reorganization***" has the meaning specified in the recitals to this Agreement.

"***Platform***" has the meaning specified in Section 9.02(b).

"***Pledged Accounts***" has the meaning specified in the Second Lien Security Agreement.

"***Pledged Debt***" has the meaning specified in the Second Lien Security Agreement.

"***Post-Petition Interest***" has the meaning specified in Section 8.05(b).

"***Pre-Petition First Lien Credit Agreement***" has the meaning specified in the recitals to this Agreement.

"***Preferred Interests***" means, with respect to any Person, Equity Interests issued by such Person that are entitled to a preference or priority over any other Equity Interests issued by such Person upon any distribution of such Person's property and assets, whether by dividend or upon liquidation.

"***Pro Rata Share***" of any amount means, with respect to any Lender at any time and with respect to the Facility, the product of such amount times a fraction the numerator of which is the amount of Loans owed to such Lender under the Facility at such time and the denominator of which is the aggregate amount of the Loans then outstanding and owed to all Lenders under the Facility at such time.

"***Project Companies***" means Athens and Millennium.

"***Projects***" means the Athens Project and the Millennium Project.

"***Property***" means any right or interest in or to any asset or property of any kind whatsoever (including Equity Interests), whether real, personal or mixed and whether intangible or tangible.

"***Prudent Industry Practice***" means those practices, methods, equipment, specifications and standards of safety and performance, as are commonly used by electric generating stations utilizing comparable fuels as good, safe and prudent engineering practices would dictate in connection with the design, construction, operation, maintenance, repair and use of electrical and other equipment, facilities and improvements of such electrical generating stations, with commensurate standards of safety, performance, dependability (including the implementation of procedures that shall not adversely affect the long term reliability of the Projects, in favor of short term performance), efficiency and economy, in each such case as the same may evolve from time to time, consistent with applicable law and considering the state in which a Project is located and the type and size of such Project. "*Prudent Industry Practice*" as defined herein does not necessarily mean one particular practice, method, equipment specification or standard in all cases, but is instead intended to encompass a broad range of acceptable practices, methods, equipment specifications and standards.

"***PUHCA***" has the meaning specified in Section 4.01(v).

"***Qualified ECP Guarantor***" means, in respect of any Swap Obligation, each Guarantor that has total assets exceeding $10,000,000 at the time the guarantee, indemnity or keepwell or grant of any relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"***Real Properties***" means each item of Property listed on Schedules 4.01(r) and 4.01(s) hereto and any other real property subsequently acquired by any Loan Party covered by Section 5.01(j).

"***Redeemable***" means, with respect to any Equity Interest, any such Equity Interest that (a) the issuer has undertaken to redeem at a fixed or determinable date or dates, whether by operation of a sinking fund or otherwise, or upon the occurrence of a condition not solely within the control of the issuer or (b) is redeemable at the option of the holder.

"***Register***" has the meaning specified in Section 9.07(f).

"***Regulation U***" means Regulation U of the Board of Governors of the Federal Reserve System, as in effect from time to time.

"***Repayment Event***" means the satisfaction of the following conditions: (a) the repayment in full in Cash of all of the outstanding principal amount of the Loans and all other Obligations (except for indemnities and other obligations which by the express terms of the relevant Loan Documents survive the repayment of the Loans and the termination of the Commitments) due and payable under the Loan Documents and (b) the termination of all Commitments.

"***Required Lenders***" means, at any time, Lenders owed or holding more than 50% of the sum of (without duplication) (a) the aggregate principal amount of the Loans outstanding at such time, *plus* (b) the aggregate Unused Commitments at such time.

"***Required Rating***" means with respect to (a) any Commodity Hedge Counterparty that is described in clause (a)(i) of the definition of "*Commodity Hedge Counterparty,*" either (i) the unsecured senior debt obligations of such Person are rated at least Baa1 by Moody's and at least BBB+ by S&P or (ii) such Person's obligations under any applicable Commodity Hedge and Power Sale Agreement are guaranteed by a Person whose unsecured senior debt obligations are rated at least Baa1 by Moody's and at least BBB+ by S&P, (b) any Commodity Hedge Counterparty described in clause (a)(ii) of the definition of "*Commodity Hedge Counterparty,*" either (i) the unsecured senior debt obligations of such Person are rated at least Baa3 by Moody's and at least BBB- by S&P or (ii) such Commodity Hedge Counterparty's obligations under any applicable Commodity Hedge and Power Sale Agreement are guaranteed by a Person whose unsecured senior debt obligations are rated at least Baa3 by Moody's and at least BBB-by S&P, (c) any counterparty to an Energy Management Agreement (other than EDF), either (i) the unsecured senior debt obligations of such Person are rated at least Baa1 by Moody's and at least

BBB+ by S&P or (ii) such Person's obligations under any applicable Energy Management Agreement are guaranteed by a Person whose unsecured senior debt obligations are rated at least Baa1 by Moody's and at least BBB+ by S&P and (d) EDF in its capacity as counterparty to an EDF EMA, either (i) the unsecured senior debt obligations of EDF are rated at least Baa3 by Moody's or at least BBB- by S&P or (ii) EDF's obligations under the EDF EMA are guaranteed by a Person whose unsecured senior debt obligations are rated at least Baa3 by Moody's or at least BBB- by S&P.

"***Reserve-Funded Cash Collateral Amount***" means, in respect of the Permitted Liens pursuant to clause (d)(i) of the definition thereof, an amount equal to $30,000,000.

"***Responsible Officer***" means, as to any Person, any duly authorized and appointed officer of such Person, as demonstrated by a certificate of incumbency or other appropriate appointment or resolution, having actual knowledge of the matter in question.

"***Restructuring Support Agreement***" means the Restructuring Support Agreement, dated as of June 4, 2018, among the Borrower, the Consenting Equity Holders (as defined therein), the Consenting Lenders (as defined therein) and the other parties thereto, as such agreement may be amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms.

"***S&P***" means Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies, Inc.

"***Second Lien Collateral Agent***" has the meaning specified in the recital of parties to this Agreement.

"***Second Lien Collateral Documents***" means the Second Lien Security Agreement, the Security Deposit Agreement, the Initial Second Lien Mortgages, each Second Lien Consent and Agreement, each of the collateral documents, instruments and agreements delivered pursuant to Section 5.01(j), and each other agreement that creates or purports to create a Lien in favor of the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties, in each case, as amended.

"***Second Lien Consent and Agreement***" means with respect to any Material Contract, (i) if such Material Contract is a Commodity Hedge and Power Sale Agreement, a consent and agreement in favor of the Second Lien Collateral Agent (for the benefit of the Second Lien Secured Parties) in substantially the form attached hereto as Exhibit D-1 and (ii) in the case of any other such Material Contract, a consent and agreement in favor of the Second Lien Collateral Agent (for the benefit of the Second Lien Secured Parties) in substantially the form attached hereto as Exhibit D-2 or, in either case, otherwise in form and substance reasonably satisfactory to the Second Lien Collateral Agent and the Administrative Agent.

"***Second Lien Obligations***" has the meaning specified in the Intercreditor Agreement.

"***Second Lien Secured Parties***" has the meaning specified in the Intercreditor Agreement.

"***Second Lien Security Agreement***" means that certain Second Lien Security Agreement, dated as of [●], 2018, by the Borrower, the Grantors (as defined therein and the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties, as amended.

"***Secured Parties***" has the meaning specified in the Intercreditor Agreement.

"***Security Deposit Agreement***" means that certain Security Deposit Agreement, dated as of [●], 2018, by the Borrower, the Guarantors, the First Lien Collateral Agent (as defined therein), the Second Lien Collateral Agent and the Depositary, as amended.

"***Single Employer Plan***" means a single employer plan, as defined in Section 4001(a)(15) of ERISA, that (a) is maintained for employees of any Loan Party or any ERISA Affiliate and no Person other than the Loan Parties and the ERISA Affiliates or (b) was so maintained and in respect of which any Loan Party or any ERISA Affiliate could have liability under Section 4069 of ERISA in the event such plan has been or were to be terminated.

"***Solvent***" and "***Solvency***" mean, with respect to any Person on a particular date, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including, without limitation, contingent liabilities, of such Person, (b) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature (taking into account reasonably anticipated prepayments and refinancings) and (c) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"***SPC***" has the meaning specified in Section 9.07(l).

"***Sponsor Group***" means Talen, together with its Affiliates.

"***Subordinated Obligations***" has the meaning specified in Section 8.05.

"***Subsidiary***" of any Person means any corporation, partnership, joint venture, limited liability company, trust or estate of which (or in which) more than 50% of (a) the issued and outstanding capital stock having ordinary voting power to elect a majority of the Board of Directors of such corporation (irrespective of whether at the time capital stock of any other class or classes of such corporation shall or might have voting power upon the occurrence of any contingency), (b) the interest in the capital or profits of such partnership, joint venture or limited liability company or (c) the beneficial interest in such trust or estate is at the time directly or indirectly owned or controlled by such Person, by such Person and one or more of its other Subsidiaries or by one or more of such Person's other Subsidiaries.

"Swap Obligation" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act if, and to the extent that, all or a portion of any such obligation to pay or perform constitutes an Obligation or Guaranteed Obligation hereunder.

"***Synthetic Debt***" means, with respect to any Person, without duplication of any clause within the definition of "*Debt*," the principal amount of all (a) obligations of such Person under any lease that is treated as an operating lease for financial accounting purposes and a financing lease for tax purposes (i.e., a "*synthetic lease*"), (b) obligations of such Person in respect of transactions entered into by such Person, the proceeds from which would be reflected on the financial statements of such Person in accordance with GAAP as cash flows from financings at the time such transaction was entered into (other than as a result of the issuance of Equity Interests) and (c) obligations of such Person in respect of other transactions entered into by such Person that are not otherwise addressed in the definition of "*Debt*" or in clause (a) or (b) above that are intended to function primarily as a borrowing of funds (including, without limitation, any minority interest transactions that function primarily as a borrowing).

"***Talen***" means Talen Energy Supply, LLC.

"***Talen Letter of Credit***" means the "Letter of Credit" (as defined in, and issued pursuant to, the LC Support Agreement).

"***Taxes***" has the meaning specified in Section 2.11(a).

"***Termination Date***" means the earlier of (a) the Maturity Date and (b) the date the Loans become due and payable pursuant to Section 6.01; *provided* that the Termination Date shall not occur prior to payment in full of all First Lien Obligations under the First Lien Facility.

"***Title Company***" means Fidelity National Title Insurance Company (or any of its Affiliates) or another nationally recognized title insurance company selected by the Administrative Agent and agreed to by the Borrower in its reasonable discretion.

"***UCC***" means the Uniform Commercial Code as from time to time in effect in the relevant jurisdiction.

"***Unused Commitment***" means, with respect to any Lender at any time, (a) such Lender's Commitment at such time minus the aggregate principal amount of all Loans made by such Lender (in its capacity as a Lender) and outstanding at such time.

"***Voting Interests***" means shares of capital stock issued by a corporation, or equivalent Equity Interests in any other Person, the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such Person, even if the right so to vote has been suspended by the happening of such a contingency.

"***Water Supply Contracts***" means each of: (a) that certain Water Supply Agreement, dated January 5, 1998, by and between Millennium and the Town of Southbridge, MA in respect of the Millennium Project; (b) that certain Amended and Restated Water Rights Agreement, dated January 24, 2014, by and between Millennium and Southbridge Associates II, LLC in respect of the Millennium Project; and (c) that certain Water Withdrawal Registration Partial Transfer Agreement, dated June 5, 1997, by and between Millennium and American Optical Corporation in respect of the Millennium Project.

"***Withdrawal Liability***" has the meaning specified in Part I of Subtitle E of Title IV of ERISA.

"***Write-Down and Conversion Powers***" means with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

SECTION 1.02. Computation of Time Periods. In this Agreement and the other Loan Documents in the computation of periods of time from a specified date to a later specified date, the word "***from***" means "from and including" and the words "***to***" and "***until***" each mean "to but excluding."

SECTION 1.03. Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles in effect in the United States from time to time ("***GAAP***").

SECTION 1.04. Other Definitional Provisions and Rules of Construction.

(a) Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference.

(b) References to "Sections" and "subsections" shall be to Sections and subsections, respectively, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any references in this Agreement to "Articles" and/or "Sections" which make reference to any particular piece of legislation or statute, including without limitation, the Bankruptcy Code, ERISA and Internal Revenue Code shall, to the extent that the context implies a reference to any other similar or equivalent legislation as is in effect from time to time in any other applicable jurisdiction, mean the equivalent section in the applicable piece of legislation. Furthermore, where any such reference is meant to apply to such other similar or equivalent legislation where such other similar or equivalent legislation has parallel or like concepts, then such references shall import such parallel or like concepts from such other similar or equivalent legislation, as applicable.

(c) The use in any of the Loan Documents of the word "include" or "including," shall not be construed to be limiting whether or not nonlimiting language (such as

"without limitation" or "but not limited to" or words of similar import) is used with reference thereto.

(d) Unless otherwise expressly provided herein or in the other Loan Documents, references in the Loan Documents to any agreement or contract shall be deemed to be a reference to such agreement or contract as amended, amended and restated, supplemented, replaced or otherwise modified from time to time in accordance with its terms and in compliance with the Loan Documents.

ARTICLE II

AMOUNTS AND TERMS OF THE LOANS

SECTION 2.01. The Loans.

(a) The Loans. Each Lender severally agrees, on the terms and conditions hereinafter set forth, to make advances (each, a "***Loan***") to the Borrower from time to time on any Business Day during the period from the Effective Date until the date that is thirty (30) days prior to the Termination Date in an amount for each such Loan not to exceed such Lender's Commitment at such time. No Borrowing shall exceed the aggregate Unused Commitment at such time and, in each case, shall consist of Loans made simultaneously by the Lenders ratably according to their Commitments. Loan amounts repaid or prepaid may not be reborrowed.

SECTION 2.02. Making the Loans.

(a) Each Borrowing consisting of Loans shall be made following the issuance of a Notice of Borrowing, given not later than 11:00 A.M. (New York City time) on the third Business Day prior to the date of the proposed Borrowing, by the Borrower to the Administrative Agent, which shall give to the Lenders prompt notice thereof by telecopier or electronic communication. Each such Notice of Borrowing shall be by telephone, confirmed immediately in writing, or by telecopier or electronic communication, in substantially the form of Exhibit B hereto, specifying therein the requested (i) date of such Borrowing, and (ii) aggregate amount of such Borrowing. Each Lender shall, before 11:00 A.M. (New York City time) on the date of such Borrowing, make available for the account of its Lending Office to the Administrative Agent at the Administrative Agent's Account, in same day funds, its Pro Rata Share of the amount of such Borrowing in accordance with its Commitment under the Facility. After the Administrative Agent's receipt of such funds and upon fulfillment of the applicable conditions set forth in Article III, the Administrative Agent will make such funds available to the Borrower for application by the Borrower in accordance with Section 2.13Section 2.13.

(b) Notwithstanding anything to the contrary in this Article II, in connection with Loans requested to be made on the Effective Date, if the proceeds of such Loans (together with the First Lien Facility) will be used exclusively to repay and/or refinance in full all obligations (other than the Deferred Stub Interest Payment Amount) of the Existing Loan Parties outstanding on the Effective Date under the Pre-Petition First Lien Credit Agreement and the DIP Credit Agreement, the request for the Borrowing of such Loans may be given by the

Borrower to the Administrative Agent telephonically or by electronic communication, not later than 11:00 A.M. (New York City time) on the third Business Day prior to the proposed Effective Date, if such request is confirmed in writing by a Notice of Borrowing given not later than 11:00 A.M. (New York City time) on the proposed Effective Date.

(c) Each Notice of Borrowing shall be irrevocable and binding on the Borrower. The Borrower shall indemnify each Lender against any loss, cost or expense incurred by such Lender as a result of any failure to fulfill on or before the date specified in such Notice of Borrowing for such Borrowing the applicable conditions set forth in Article III, including, without limitation, any loss (excluding loss of anticipated profits), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund the Loan to be made by such Lender as part of such Borrowing when such Loan, as a result of such failure, is not made on such date.

(d) Unless the Administrative Agent shall have received notice from an Lender prior to the date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's ratable portion of such Borrowing, the Administrative Agent may assume that such Lender has made such portion available to the Administrative Agent on the date of such Borrowing in accordance with Section 2.02(a)**Error! Reference source not found.** and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower on such date a corresponding amount. If and to the extent that such Lender shall not have so made such ratable portion available to the Administrative Agent, such Lender and the Borrower severally agree to repay or pay to the Administrative Agent forthwith on demand such corresponding amount and to pay interest thereon, for each day from the date such amount is made available to the Borrower until the date such amount is repaid or paid to the Administrative Agent, at (i) in the case of the Borrower, the interest rate applicable at such time under Section 2.06 to Loans comprising such Borrowing and (ii) in the case of such Lender, the Eurodollar Rate. If such Lender shall pay to the Administrative Agent such corresponding amount, such amount so paid shall constitute such Lender's Loan as part of such Borrowing for all purposes.

(e) The failure of any Lender to make the Loan to be made by it as part of any Borrowing shall not relieve any other Lender of its obligation, if any, hereunder to make its Loan on the date of such Borrowing, but no Lender shall be responsible for the failure of any other Lender to make the Loan to be made by such other Lender on the date of any Borrowing.

SECTION 2.03. Repayment of Loans. The Borrower shall repay to the Administrative Agent for the ratable account of the Lenders on the Termination Date the aggregate principal amount of the Loans then outstanding, together with any accrued but unpaid interest thereon.

SECTION 2.04. [Reserved].

SECTION 2.05. Prepayments.

(a) Optional. The Borrower may, upon at least three Business Days' notice to the Administrative Agent stating the proposed date and aggregate principal amount of the prepayment, and if such notice is given the Borrower shall, prepay the outstanding aggregate principal amount of the Loans in whole or ratably in part, together with accrued interest to the date of such prepayment on the aggregate principal amount prepaid; *provided, however*, that each partial prepayment shall be in an aggregate principal amount of $1,000,000 or an integral multiple of $500,000 in excess thereof and; *provided, further, however*, that a prepayment under this Section 2.05(a) shall not occur prior to payment in full of all First Lien Obligations under the First Lien Facility.

(b) Mandatory. (i) Subject to the Security Deposit Agreement, upon the occurrence of a Casualty Event, Event of Eminent Domain, Asset Sale or the incurrence or issuance of any Debt (other than Debt permitted to be incurred pursuant to Section 5.02(b)), the Borrower shall prepay an aggregate principal amount of the Loans in an aggregate amount equal to the Net Cash Proceeds thereof in accordance with priorities *first* through *third* of Section 3.7 of the Security Deposit Agreement. Each such prepayment of the Loans shall be applied to scheduled principal payments of the Loans in inverse order of maturity, including the principal amount due on the Maturity Date.

(ii) All prepayments under this clause (b) shall be made together with accrued and unpaid interest to the date of such prepayment on the principal amount prepaid.

(iii) Notwithstanding any provision of clause (i) of this Section 2.05(b) to the contrary, amounts required to be applied to the First Lien Obligations pursuant to Section 2.06(b)(ii) of the First Lien Credit Agreement shall be first applied to the First Lien Obligations pursuant to Section 2.06(b)(ii) of the First Lien Credit Agreement and to the extent actually so applied shall on a dollar-for-dollar basis reduce the amount required to be applied toward prepayment pursuant to clause (i) of this Section 2.05(b) (it being understood and agreed, for the avoidance of doubt, that to the extent any balance is to be retained by the Borrower in accordance with Section 2.06(b)(ii) of the First Lien Credit Agreement or the related provisions of the Security Deposit Agreement, such balances shall instead be used to make prepayments hereunder pursuant to clause (i) of this Section 2.05(b).

SECTION 2.06. Interest.

(a) Interest. Subject to Section 2.06(b), the Borrower shall pay interest on the unpaid principal amount of each Loan owing to each Lender from the date of each such Loan until such principal amount shall be paid in full, at a rate *per annum* equal at all times during each Interest Period for each such Loan to the sum of (A) the Eurodollar Rate for such Interest Period for such Loan plus (B) the Applicable Margin, payable in arrears on each Interest Payment Date.

(b) PIK Interest. Prior to the earlier of (i) the Termination Date and (ii) the payment in full of all First Lien Obligations under the First Lien Facility, all interest payable under Section 2.06(a) shall be paid as PIK Interest.

(c) Default Interest. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may, and upon the request of the Required Lenders shall, require that the Borrower pay interest at a rate *per annum* equal at all times to 2% *per annum* above the rate *per annum* required to be paid pursuant to Section 2.06(a) ("***Default Interest***") on:

(i) the aggregate outstanding principal amount of each Loan, and

(ii) to the fullest extent permitted by applicable law, the amount of any interest, fee or other amount payable under this Agreement or any other Loan Document to any Agent or any Lender that is not paid when due, from the date such amount shall be due until such amount shall be paid in full,

in each case, payable in Cash (without diminishing the Borrower's obligations to make the Cash interest payment due pursuant to Section 2.06(a)) either (x) on each Interest Payment Date following the occurrence and during the continuance of an Event of Default or (y) on demand; *provided*, *however*, that following the making of the request or the granting of the consent specified by **Error! Reference source not found.** to authorize the Administrative Agent to declare the Loans due and payable pursuant to the provisions of **Error! Reference source not found.**, Default Interest shall accrue and be payable hereunder whether or not previously required by the Administrative Agent. Payment or acceptance of the increased rates of interest provided for in this Section 2.06(c) is not a permitted alternative to timely payment and shall not constitute a waiver of any Event of Default or otherwise prejudice or limit any rights or remedies of the Administrative Agent or any Lender.

SECTION 2.07. Agents' Fees. The Borrower shall pay to each Agent for its own account such fees as may from time to time be agreed between the Borrower and such Agent.

SECTION 2.08. [Reserved].

SECTION 2.09. Increased Costs, Etc. (a) If, due to either (i) the introduction of or any change in or in the interpretation of any law or regulation or (ii) the compliance with any guideline or request from any central bank or other governmental authority (whether or not having the force of law), there shall be any increase in the cost to any Lender of agreeing to make or of making, funding or maintaining Loans (excluding, for purposes of this Section 2.09, any such increased costs resulting from (x) Taxes or Other Taxes (as to which Section 2.11 shall govern) and (y) changes in the basis or rate of taxation of overall net income or overall gross income by the United States or by the foreign jurisdiction or state under the laws of which such Lender is organized or has its Lending Office or any political subdivision thereof), then the Borrower shall from time to time, upon demand by such Lender (with a copy of such demand to the Administrative Agent), pay to the Administrative Agent for the account of such Lender additional amounts sufficient to compensate such Lender for such increased cost. A certificate as

to the amount of such increased cost, submitted to the Borrower by such Lender, shall be conclusive and binding for all purposes, absent manifest error.

(b) If any Lender determines that compliance with any law or regulation or any guideline or request from any central bank or other governmental authority (whether or not having the force of law) affects or would affect the amount of capital required or expected to be maintained by such Lender or any corporation controlling such Lender and that the amount of such capital is increased by or based upon the existence of such Lender's commitment to make Loans and other commitments of such type (or similar Guaranteed Debts), then, upon demand by such Lender or such corporation (with a copy of such demand to the Administrative Agent), the Borrower shall pay to the Administrative Agent for the account of such Lender, from time to time as specified by such Lender, additional amounts sufficient to compensate such Lender in the light of such circumstances, to the extent that such Lender reasonably determines such increase in capital to be allocable to the existence of such Lender's commitment to make Loans. A certificate as to such amounts submitted to the Borrower by such Lender shall be conclusive and binding for all purposes, absent manifest error.

SECTION 2.10. Payments and Computations. (a) The Borrower shall make each payment hereunder and under the other Loan Documents, irrespective of any right of counterclaim or set-off (except as otherwise provided in Section 2.12), not later than 11:00 A.M. (New York City time) on the day when due in U.S. dollars to the Administrative Agent at the Administrative Agent's Account in same day funds, with payments being received by the Administrative Agent after such time being deemed to have been received on the next succeeding Business Day. The Administrative Agent will promptly thereafter cause like funds to be distributed (i) if such payment by the Borrower is in respect of principal, interest, commitment fees, letter of credit fees or any other Obligation then payable hereunder and under the other Loan Documents to more than one Lender, to such Lenders for the account of their respective Lending Offices ratably in accordance with the amounts of such respective Obligations then payable to such Lenders and (ii) if such payment by the Borrower is in respect of any Obligation then payable hereunder to one Lender, to such Lender for the account of its Lending Office, in each case to be applied in accordance with the terms of this Agreement. Upon its acceptance of an Assignment and Acceptance and recording of the information contained therein in the Register pursuant to Section 9.07(f), from and after the effective date of such Assignment and Acceptance, the Administrative Agent shall make all payments hereunder and under the other Loan Documents in respect of the interest assigned thereby to the assignee thereunder, and the parties to such Assignment and Acceptance shall make all appropriate adjustments in such payments for periods prior to such effective date directly between themselves.

(b) The Borrower hereby authorizes each Lender and each of its Affiliates, if and to the extent payment owed to such Lender is not made when due hereunder or under the other Loan Documents, to charge from time to time, to the fullest extent permitted by law, against any or all of the Borrower's accounts with such Lender or such Affiliate any amount so due.

(c) All computations of interest based on the Eurodollar Rate and of commitment fees and other fees and commissions shall be made by the Administrative Agent on the basis of a year of 360 days, in each case for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest, fees or commissions are payable. Each determination by the Administrative Agent of an interest rate, fee or commission hereunder shall be conclusive and binding for all purposes, absent manifest error.

(d) Whenever any payment hereunder or under the other Loan Documents shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payment of interest or commitment or letter of credit fee or commission, as the case may be; *provided*, *however*, that, if such extension would cause payment of interest on or principal of Loans to be made in the next following calendar month, such payment shall be made on the preceding Business Day.

(e) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to any Lender hereunder that the Borrower will not make such payment in full, the Administrative Agent may assume that the Borrower has made such payment in full to the Administrative Agent on such date and the Administrative Agent may, in reliance upon such assumption, cause to be distributed to each such Lender on such due date an amount equal to the amount then due such Lender. If and to the extent the Borrower shall not have so made such payment in full to the Administrative Agent, each such Lender shall repay to the Administrative Agent forthwith on demand such amount distributed to such Lender together with interest thereon, for each day from the date such amount is distributed to such Lender until the date such Lender repays such amount to the Administrative Agent, at the Eurodollar Rate.

(f) If the Administrative Agent receives funds for application to the Obligations of the Loan Parties under or in respect of the Loan Documents under circumstances for which the Loan Documents do not specify the Loans or the Facility to which, or the manner in which, such funds are to be applied, the Administrative Agent may, if no instructions with respect thereto are received from the Lenders upon request, but shall not be obligated to, elect to distribute such funds to each of the Lenders in accordance with such Lenders Pro Rata Share of the aggregate principal amount of all Loans outstanding at such time, in repayment or prepayment of such of the outstanding Loans or other Obligations then owing to such Lender, as the Administrative Agent shall direct.

SECTION 2.11. Taxes. (a) Any and all payments by any Loan Party to or for the account of any Lender or any Agent hereunder or under any other Loan Document shall be made, in accordance with Section 2.10 or the applicable provisions of such other Loan Document, if any, free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, *excluding*, in the case of each Lender and each Agent, (x) taxes that are imposed on its overall net income by the United States and taxes that are imposed on its overall net income (and franchise taxes imposed in lieu thereof) by the state or foreign jurisdiction under the laws of

which such Lender or such Agent, as the case may be, is organized (or any political subdivision thereof), has its Lending Office, has a permanent establishment or is engaged in business (other than the business that the Lender is engaged in solely by reason of the transactions contemplated by this Agreement), (y) any branch profits taxes imposed by the United States of America and (z) withholding taxes imposed under law in effect on the date hereof or at the time the Lender designates a new Lending Office, other than any new Lending Office designated at the written request of a Loan Party (in the case of a Lender that is not an Initial Lender, this clause (z) shall include taxes imposed under law in effect on the date such Lender becomes a Lender, except to the extent that the Lender's predecessor would have been entitled to receive additional amounts under this Section 2.11(a)) and, in the case of each Lender, taxes that are imposed on its overall net income (and franchise taxes imposed in lieu thereof) by the state or foreign jurisdiction of such Lender's Lending Office or any political subdivision thereof (all such non-excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities in respect of payments hereunder or under any other Loan Document being hereinafter referred to as "***Taxes***"). If any Loan Party shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder or under any other Loan Document to any Lender or any Agent, (i) the sum payable by such Loan Party shall be increased as may be necessary so that after such Loan Party and the Administrative Agent have made all required deductions (including deductions applicable to additional sums payable under this Section 2.11) such Lender or such Agent, as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) such Loan Party shall make all such deductions and (iii) such Loan Party shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law.

(b) In addition, each Loan Party shall pay any present or future stamp, documentary, excise, property (including intangible property, but with regard to all property taxes, only to the extent relating to property of a Loan Party) mortgage recording or similar taxes, charges or levies that arise from any payment made by such Loan Party hereunder or under any other Loan Documents or from the execution, delivery or registration of, performance under, or otherwise with respect to, this Agreement or the other Loan Documents (hereinafter referred to as "***Other Taxes***").

(c) The Loan Parties shall indemnify each Lender and each Agent for and hold them harmless against the full amount of Taxes and Other Taxes, and for the full amount of taxes of any kind imposed or asserted by any jurisdiction on amounts payable under this Section 2.11, imposed on or paid by such Lender or such Agent (as the case may be) and any liability (including penalties, additions to tax, interest and expenses) arising therefrom or with respect thereto. This indemnification shall be made within 30 days from the date such Lender or such Agent (as the case may be) makes written demand therefor.

(d) Within 30 days after the date of any payment of Taxes, the appropriate Loan Party shall furnish to the Administrative Agent, at its address referred to in Section 9.02, the original or a certified copy of a receipt evidencing such payment, to the extent such a receipt is issued therefor, or other written proof of payment thereof that is reasonably satisfactory to the Administrative Agent. In the case of any payment hereunder or under the other Loan Documents

by or on behalf of a Loan Party through an account or branch outside the United States or by or on behalf of a Loan Party by a payor that is not a United States person, if such Loan Party determines that no Taxes are payable in respect thereof, such Loan Party shall furnish, or shall cause such payor to furnish, to the Administrative Agent, at such address, an opinion of counsel acceptable to the Administrative Agent stating that such payment is exempt from Taxes. For purposes of subsections (d) and (e) of this Section 2.11, the terms "***United States***" and "***United States person***" shall have the meanings specified in Section 7701 of the Internal Revenue Code.

(e) Each Lender organized under the laws of a jurisdiction outside the United States shall, on or prior to the date of its execution and delivery of this Agreement in the case of each Initial Lender and on the date of the Assignment and Acceptance pursuant to which it becomes a Lender in the case of each other Lender, and from time to time thereafter as reasonably requested in writing by the Borrower (but only so long thereafter as such Lender remains lawfully able to do so), provide each of the Administrative Agent and the Borrower with two original Internal Revenue Service Forms W-8BEN or W-8EC1 or (in the case of a Lender that has certified in writing to the Administrative Agent that it is not (i) a "bank" as defined in Section 881(c)(3)(A) of the Internal Revenue Code), (ii) a 10-percent shareholder (within the meaning of Section 871(h)(3)(B) of the Internal Revenue Code) of any Loan Party or (iii) a controlled foreign corporation related to any Loan Party (within the meaning of Section 864(d)(4) of the Internal Revenue Code), Internal Revenue Service Form W-8BEN, as appropriate, or any successor or other form prescribed by the Internal Revenue Service, certifying that such Lender is exempt from or entitled to a reduced rate of United States withholding tax on payments pursuant to this Agreement or any other Loan Document or, in the case of a Lender that has certified that it is not a "bank" as described above, certifying that such Lender is a foreign corporation, partnership, estate or trust. As provided in Section 2.11(a), if the forms provided by a Lender at the time such Lender first becomes a party to this Agreement indicate a United States interest withholding tax rate in excess of zero, withholding tax at such rate shall be considered excluded from Taxes unless and until such Lender provides the appropriate forms certifying that a lesser rate applies, whereupon withholding tax at such lesser rate only shall be considered excluded from Taxes for periods governed by such forms; *provided*, *however*, that if, at the effective date of the Assignment and Acceptance pursuant to which a Lender becomes a party to this Agreement, the Lender assignor was entitled to payments under subsection (a) of this Section 2.11 in respect of United States withholding tax with respect to interest paid at such date, then, to such extent, the term Taxes shall include (in addition to withholding taxes that may be imposed in the future or other amounts otherwise includable in Taxes) United States withholding tax, if any, applicable with respect to the Lender assignee on such date. If any form or document referred to in this subsection (e) requires the disclosure of information, other than information necessary to compute the tax payable and information required on the date hereof by Internal Revenue Service Form W-8BEN or W-8EC1 or the related certificate described above, that the applicable Lender reasonably considers to be confidential, such Lender shall give notice thereof to the Borrower and shall not be obligated to include in such form or document such confidential information.

(f) For any period with respect to which a Lender has failed to provide the Borrower with the appropriate form, certificate or other document described in subsection (e)

above (other than if such failure is due to a change in law, or in the interpretation or application thereof, occurring after the date on which a form, certificate or other document originally was required to be provided or if such form, certificate or other document otherwise is not required under subsection (e) above), such Lender shall not be entitled to indemnification under subsection (a) or (c) of this Section 2.11 with respect to Taxes imposed by the United States by reason of such failure; *provided*, *however*, that should a Lender become subject to Taxes because of its failure to deliver a form, certificate or other document required hereunder, the Loan Parties shall take such steps as such Lender shall reasonably request, at the Lender's sole expense and as long as the Loan Parties determine that such steps will not, in the reasonable judgment of the Loan Parties, be disadvantageous to the Loan Parties, to assist such Lender to recover such Taxes.

(g) Any Lender claiming any additional amounts payable pursuant to this Section 2.11 agrees to use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to change the jurisdiction of its Lending Office if the making of such a change would avoid the need for, or reduce the amount of, any such additional amounts that may thereafter accrue and would not, in the reasonable judgment of such Lender, be otherwise disadvantageous to such Lender. In addition, if a Lender determines, in such Lender's sole discretion, that it has received a refund or credit in respect of any Taxes or Other Taxes as to which it has been indemnified pursuant to Section 2.11(c), or with respect to which additional amounts have been paid pursuant to Section 2.11(a), such Lender shall pay to the Borrower an amount equal to such refund (but such amount in no event to exceed the amount of any indemnity payments made, or additional amounts paid, by the Borrower under this Section 2.11 with respect to the Taxes or Other Taxes giving rise to such refund) net of all out-of-pocket expenses of such Lender, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), *provided* that the Borrower, upon the request of such Lender, shall agree to repay the amount paid over to the Borrower (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to such Lender in the event such Lender subsequently determines that such refund or credit is unavailable under applicable law or is otherwise required to repay such refund to such Governmental Authority. This paragraph shall not be construed to require a Lender to rearrange its tax affairs or to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrower or any other Person.

SECTION 2.12. Sharing of Payments, Etc. If any Lender shall obtain at any time any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise, other than as a result of an assignment pursuant to Section 9.07), (a) on account of Obligations due and payable to such Lender hereunder and under the other Loan Documents in excess of its ratable share (according to the proportion of (i) the amount of such Obligations due and payable to such Lender to (ii) the aggregate amount of the Obligations due and payable to all Lenders hereunder and under the other Loan Documents at such time) of payments on account of the Obligations due and payable to all Lenders hereunder and under the other Loan Documents at such time obtained by all the Lenders at such time or (b) on account of Obligations owing (but not due and payable) to such Lender hereunder and under the other Loan Documents at such time in excess of its ratable share (according to the proportion of (i) the amount of such Obligations

owing to such Lender at such time to (ii) the aggregate amount of the Obligations owing (but not due and payable) to all Lenders hereunder and under the other Loan Documents at such time) of payments on account of the Obligations owing (but not due and payable) to all Lenders hereunder and under the other Loan Documents at such time obtained by all of the Lenders at such time, such Lender shall forthwith purchase from the other Lenders such interests or participating interests in the Obligations as shall be necessary to cause such purchasing Lender to share the excess payment ratably with each of them; *provided*, *however*, that if all or any portion of such excess payment is thereafter recovered from such purchasing Lender, such purchase from each other Lender shall be rescinded and such other Lender shall repay to the purchasing Lender the purchase price to the extent of such Lender's ratable share (according to the proportion of (i) the purchase price paid to such Lender to (ii) the aggregate purchase price paid to all Lenders) of such recovery together with an amount equal to such Lender's ratable share (according to the proportion of (i) the amount of such other Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid or payable by the purchasing Lender in respect of the total amount so recovered. The Loan Parties agree that any Lender so purchasing an interest or participating interest from another Lender pursuant to this Section 2.12 may, to the fullest extent permitted by law, exercise all its rights of payment (including the right of set-off) with respect to such interest or participating interest, as the case may be, as fully as if such Lender were the direct creditor of the Loan Parties in the amount of such interest or participating interest, as the case may be.

SECTION 2.13. Use of Proceeds. The proceeds of the Loans shall be available (and the Borrower agrees that it shall use such proceeds and Commitments) solely (a) on the Effective Date, to repay and/or refinance a portion of obligations of the Existing Loan Parties outstanding on the Effective Date under the Pre-Petition First Lien Credit Agreement (other than the Pre-Petition Exit Fee (as defined in the First Lien Credit Agreement) and the Deferred Stub Interest Payment Amount) and the DIP Credit Agreement in accordance with the Plan of Reorganization and (b) on and after the Effective Date, (i) to provide working capital for the Loan Parties and (ii) for the Loan Parties' other general corporate purposes.

SECTION 2.14. Evidence of Debt. (a) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan owing to such Lender from time to time, including the amounts of principal (including principal owing as a result of PIK Interest) and interest payable and paid to such Lender from time to time hereunder. The Borrower agrees that upon notice by any Lender to the Borrower (with a copy of such notice to the Administrative Agent) to the effect that a promissory note or other evidence of indebtedness is required or appropriate in order for such Lender to evidence (whether for purposes of pledge, enforcement or otherwise) the Loans owing to, or to be made by, such Lender, the Borrower shall promptly execute and deliver to such Lender, with a copy to the Administrative Agent, a Note in substantially the form of Exhibit A hereto, payable to the order of such Lender in a principal amount equal to the Commitment of such Lender. All references to Notes, if any, in the Loan Documents shall mean Notes, if any, to the extent issued hereunder.

(b) The Register maintained by the Administrative Agent pursuant to Section 9.07(f) shall include a control account, and a subsidiary account for each Lender, in which accounts (taken together) shall be recorded (i) the date and amount of each Borrowing made hereunder and, if appropriate, the Eurodollar Rate Period applicable thereto, (ii) the terms of each Assignment and Acceptance delivered to and accepted by it, (iii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iv) the amount of any sum received by the Administrative Agent from the Borrower hereunder and each Lender's share thereof.

(c) Entries made in good faith by the Administrative Agent in the Register pursuant to subsection (b) above, and by each Lender in its account or accounts pursuant to subsection (a) above, shall be *prima facie* evidence of the amount of principal and interest due and payable or to become due and payable from the Borrower to, in the case of the Register, each Lender and, in the case of such account or accounts, such Lender, under this Agreement, absent manifest error; *provided*, *however*, that the failure of the Administrative Agent or such Lender to make an entry, or any finding that an entry is incorrect, in the Register or such account or accounts shall not limit or otherwise affect the obligations of the Borrower under this Agreement.

SECTION 2.15. Duty to Mitigate. In the event that any Lender demands payment of costs or additional amounts pursuant to Section 2.09 or 2.11, the Borrower may, upon 20 days' prior written notice to such Lender and the Administrative Agent, elect to cause such Lender to assign its Loans and Commitments in full to one or more Persons selected by the Borrower so long as (i) each such Person satisfies the criteria of an Eligible Assignee and is reasonably satisfactory to the Administrative Agent, (ii) such Lender receives payment in full in Cash of the outstanding principal amount of all Loans made by it and all accrued and unpaid interest thereon and all other amounts due and payable to such Lender as of the date of such assignment (including, without limitation, amounts owing pursuant to Sections 2.09, 2.11 and 9.04) and (iii) each such assignee agrees to accept such assignment and to assume all obligations of such Lender hereunder in accordance with Section 9.07.

ARTICLE III

CONDITIONS TO EFFECTIVENESS OF LENDING

SECTION 3.01. Conditions Precedent. Section 2.01 of this Agreement shall become effective on and as of the first date (the "***Effective Date***") on which the Administrative Agent determines in its sole and absolute discretion that the following conditions precedent have been satisfied (and the obligation of each Lender to make a Loan hereunder is subject to the satisfaction of such conditions precedent before or concurrently with the Effective Date):

(a) The Administrative Agent shall have received on or before the Effective Date the following, each dated such day (unless otherwise specified) and in form and substance reasonably satisfactory to the Administrative Agent:

(i) This Agreement, duly executed and delivered by the parties hereto.

(ii) The Notes, duly executed and delivered by the Borrower and payable to the order of the Lenders.

(iii) The Second Lien Security Agreement, duly executed by the Borrower, each Guarantor and MACH Gen, together with:

(A) [Reserved],

(B) appropriately completed financing statements in form appropriate for filing under the UCC in the State of Delaware, covering the Collateral described in the Second Lien Security Agreement,

(C) completed requests for information or similar search reports, dated on or before the Effective Date, listing all effective financing statements filed in the jurisdictions where the Loan Parties are incorporated or in which the Projects are located that name any Loan Party as debtor, together with copies of such other financing statements,

(D) evidence that all other action that the Administrative Agent and the Second Lien Collateral Agent may deem reasonably necessary in order to perfect and protect the second priority liens and security interests created under the Second Lien Security Agreement has been taken, and

(E) a Second Lien Consent and Agreement in respect of each Commodity Hedge and Power Sale Agreement and each other Material Contract set forth on Schedule 3.01(a)(iii)(F) hereto.

(iv) If requested by the Lenders, original counterparts of the mortgages, deeds of trust or security deeds encumbering each of the Real Properties in a form satisfactory to the Lenders (with such changes or modifications as may be required by local law and, with respect to the mortgage with respect to the New York property, with such modifications as Greene County Industrial Development Agency or its counsel may reasonably request), duly executed by the appropriate Loan Party (collectively the "***Initial Second Lien Mortgages***"), together with (in each case, if requested by the Lenders):

(A) evidence that counterparts of the Initial Second Lien Mortgages have been either (x) duly recorded on or before the Effective Date or (y) duly executed, acknowledged and delivered to the Title Company in form suitable for filing or recording, in all filing or recording offices necessary in order to create a valid first and subsisting Lien on the property described therein in favor of the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties and that all filing and recording taxes and fees have been paid to the Title Company,

(B) certified copies of the fully paid American Land Title Association Lender's Extended Coverage title insurance policies in the amount of $[_____] for New York property (Athens) and $[_____] for Massachusetts property (Millennium), in form and substance and with endorsements (including zoning endorsements) to the extent available, issued by the Title Company, and reinsured by title insurers reasonably acceptable to the Administrative Agent and the Second Lien Collateral Agent, insuring the Initial Second Lien Mortgages to be valid first and subsisting Liens on the property described therein, free of all defects (including, but not limited to, mechanics' and materialmen's Liens) and encumbrances, excepting only Permitted Liens, and providing for such other affirmative insurance (including endorsements for future advances under the Loan Documents and for mechanics' and materialmen's Liens) and such direct access, in each case, substantially in the form as provided in the title insurance policies insuring the first lien mortgages in connection with the Pre-Petition First Lien Credit Agreement,

(C) certified copies of the American Land Title Association/American Congress on Surveying and Mapping form surveys, which were certified to the Administrative Agent and the Second Lien Collateral Agent and the Title Company in connection with the Pre-Petition First Lien Credit Agreement by a land surveyor duly registered and licensed in the States in which the property described in such surveys is located, together with a survey affidavit of the applicable Loan Parties satisfactory to the Title Company,

(D) evidence of the insurance required by the terms of the Initial Second Lien Mortgages,

(E) Phase I reports in respect of each Project in form and substance satisfactory to the Lenders and upon which each Lender, the Administrative Agent and the Second Lien Collateral Agent are entitled to rely, and

(F) such other consents, agreements and confirmations of lessors and third parties as the Administrative Agent or the First Lien Collateral Agent may deem reasonably necessary or desirable and evidence that all other actions that the Administrative Agent or the First Lien Collateral Agent may deem necessary or desirable in order to create the valid first and subsisting Liens on the property described in the Initial Second Lien Mortgages has been taken.

(v) The Intercreditor Agreement, in form and substance satisfactory to the Administrative Agent, and duly executed by the Borrower and each Guarantor and each other party thereto as of the Effective Date.

(vi) The Security Deposit Agreement, in form and substance satisfactory to the Administrative Agent, and duly executed by the Borrower and each Guarantor and each other party thereto as of the Effective Date.

(vii) (A) The First Lien Credit Agreement, duly executed and delivered by the Borrower, the Guarantors, CLMG, as First Lien Collateral Agent (as defined therein), CLMG, as Administrative Agent (as defined therein), and the Lenders (as defined therein) party thereto, (B) the LC Support Agreement, duly executed and delivered by the Borrower, the Guarantors, the LC Provider and the Second Lien Collateral Agent and (C) the First Lien Collateral Documents, duly executed by the applicable Loan Parties and the other Persons party thereto.

(viii) [Reserved.]

(ix) Certified copies of the resolutions of the board of directors of MACH Gen and authorizations of the sole member or general partner, as applicable, of each Loan Party approving the Loan Documents to which it is or is to be a party and the transactions contemplated thereby, and of all documents evidencing other necessary corporate action and governmental and other third party approvals and consents, if any, with respect to the Loan Documents to which it is or is to be a party and the transactions contemplated thereby.

(x) A copy of a certificate of the Secretary of State of Delaware, dated reasonably near the Effective Date certifying (A) as to a true and correct copy of the certificate of formation or certificate of limited partnership, as the case may be, of MACH Gen or such Loan Party and each amendment thereto on file in such Secretary's office and (B) that (1) such amendments are the only amendments to MACH Gen's or such Loan Party's certificate of formation or certificate of limited partnership, as the case may be, on file in such Secretary's office, (2) to the extent applicable, MACH Gen or such Loan Party has paid all franchise taxes to the date of such certificate and (3) to the extent applicable, MACH Gen or such Loan Party is duly formed and in good standing or presently subsisting under the laws of the State of Delaware.

(b) The Plan of Reorganization shall have been confirmed by the Bankruptcy Court, and the order of the Bankruptcy Court confirming the Plan of Reorganization shall (i) approve and authorize the Facility, the transactions contemplated hereby and the granting of the Liens securing the Facility, and (ii) be in full force and effect and shall not have been stayed, reversed, amended or modified.

(c) The conditions to effectiveness of the Plan of Reorganization shall have been satisfied, and the Plan of Reorganization will be substantially consummated with the effectiveness of this Agreement on the Effective Date.

(d) There shall exist no action, suit, investigation, litigation or proceeding affecting any Loan Party or any of its Subsidiaries pending or threatened in writing before any Governmental Authority (other than the Chapter 11 Cases) that (i) could reasonably be expected

to have a Material Adverse Effect or materially impair or interfere with the operations of any Project Company or (ii) purports to affect the legality, validity or enforceability of any Loan Document or the consummation of the transactions contemplated hereby.

(e) Except for any Governmental Authorizations required in connection with the Lenders' exercise of remedies under the Loan Documents, all Governmental Authorizations and third party consents and approvals necessary in connection with the Loan Documents and the transactions contemplated thereby or for the ownership and operation of the Projects at full design capacity shall have been obtained (without the imposition of any condition that is not acceptable to the Administrative Agent or the Lenders) and shall remain in effect.

SECTION 3.02. Conditions Precedent to Each Borrowing. The obligation of each Lender to make a Loan (including on the Effective Date) shall be subject to the conditions precedent that on the date of such Borrowing the following statements shall be true and the Administrative Agent shall have received for the account of such Lender a certificate signed by a Responsible Officer of the Borrower, dated the date of such Borrowing, stating that (and each of the giving of the applicable Notice of Borrowing and the acceptance by the Borrower of the proceeds of such Borrowing shall constitute a representation and warranty by the Borrower that both on the date of such notice and on the date of such Borrowing such statements are true):

(a) the representations and warranties contained in each Loan Document are true and correct in all material respects on and as of such date, before and after giving effect to such Borrowing and to the application of the proceeds therefrom, as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date) *provided*, that if a representation and warranty is qualified as to materiality, with respect to such representation and warranty, the materiality qualifier set forth in this clause (a) shall be disregarded; and

(b) no Default has occurred and is continuing, or would result from such Borrowing or from the application of the proceeds therefrom.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

SECTION 4.01. Representations and Warranties. Each Loan Party represents and warrants as follows:

(a) Organization. It (i) is a limited liability company or limited partnership duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, (ii) is duly qualified and in good standing as a limited liability company or limited partnership in each other jurisdiction in which it owns or leases property or in which the conduct of its business requires it to so qualify or be licensed except where the failure to so qualify or be licensed could not reasonably be expected to have a Material Adverse Effect and (iii) has all requisite limited liability company or partnership (as applicable) power and authority (including,

without limitation, all Governmental Authorizations) to own or lease and operate its properties and to carry on its business as now conducted and as proposed to be conducted.

(b) Location. Set forth on Schedule 4.01(b) hereto is a complete and accurate list of all Loan Parties, showing as of the date hereof (as to each Loan Party) the jurisdiction of its formation, the address of its principal place of business and its U.S. taxpayer identification number. The copy of the charter, certificate of formation or certificate of limited partnership, as applicable, of each Loan Party and each amendment thereto provided pursuant to Section 3.01(a)(x) is a true and correct copy of each such document, each of which is valid and in full force and effect.

(c) Ownership Information. Set forth on Schedule 4.01(c) hereto is a complete and accurate list of all Subsidiaries of each Loan Party, showing as of the date hereof (as to each such Subsidiary) the jurisdiction of its formation, the number of shares, membership interests or limited partnership interests (as applicable) of each class of its Equity Interests authorized, and the number outstanding, on the date hereof and the percentage of each such class of its Equity Interests owned (directly or indirectly) by such Loan Party and the number of shares, membership interests or limited partnership interests (as applicable) covered by all outstanding options, warrants, rights of conversion or purchase and similar rights at the date hereof. All of the outstanding Equity Interests in each Loan Party's Subsidiaries have been validly issued, are fully paid and non-assessable and are owned by such Loan Party or one or more of its Subsidiaries free and clear of all Liens, except those created under the Second Lien Collateral Documents, the First Lien Collateral Documents or Permitted Liens.

(d) Authorization Non-Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which it is or is to be a party, and the consummation of the transactions contemplated thereby, are within such Loan Party's limited liability company or limited partnership (as applicable) powers, have been duly authorized by all necessary limited liability company or limited partnership (as applicable) action, and do not (i) contravene such Loan Party's limited liability company agreement, limited partnership agreement or other constituent documents, (ii) violate any law, rule, regulation (including, without limitation, Regulation X of the Board of Governors of the Federal Reserve System), order, writ, judgment, injunction, decree, determination or award applicable to or binding on it, (iii) conflict with or result in the breach of, or constitute a default or require any payment to be made under, a Contractual Obligation of any Loan Party (except to the extent such conflict, breach, default or payment could not reasonably be expected to have a Material Adverse Effect) or (iv) except for the Liens created under the Second Lien Collateral Documents, result in or require the creation or imposition of any Lien upon or with respect to any of the Properties of any Loan Party or any of its Subsidiaries. As of the Effective Date, no Loan Party is in violation of any such law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or in breach of any such contract, loan agreement, indenture, mortgage, deed of trust, lease or other instrument, the violation or breach of which could reasonably be expected to have a Material Adverse Effect.

(e) Consents and Approvals.

(i) No Governmental Authorization, and no notice to, filing with, or consent or approval of any other third party is required for (A) the due execution, delivery, recordation, filing or performance by any Loan Party of any Loan Document to which it is or is to be a party, or for the consummation of the transactions contemplated thereby, (B) the grant by any Loan Party of the Liens granted by it pursuant to the Second Lien Collateral Documents, (C) the perfection or maintenance of the Liens created under the Second Lien Collateral Documents (including the second priority (subject to Liens expressly permitted by Section 5.02(a)) nature thereof) or (D) the exercise by any Agent or any Lender of its rights under the Loan Documents or the remedies in respect of the Collateral pursuant to the Second Lien Collateral Documents, except for (1) those Governmental Authorizations, notices and filings set forth on Schedule 4.01(e), all of which except as set forth on Schedule 4.01(e) or that are otherwise a Governmental Authorization described in clauses (2) or (3) below (x) have been duly obtained, taken, given or made, (y) are in full force and effect, and (z) are free from conditions or requirements that have not been met or complied with (other than requirements not complied with as a result of the Loan Parties entering into the Restructuring Support Agreement), (2) any FERC, New York Public Service Commission, or Federal Communications Commission approvals required in connection with the Lender's exercise of remedies under the Loan Documents or (3) those Governmental Authorizations, notices, filings with, or consents of, any other third party, the failure of which to obtain and maintain could not reasonably be expected to result in a Material Adverse Effect.

(ii) No Governmental Authorization, and no notice to, filing with, or consent or approval of any Governmental Authority or any other third party is required in connection with the operation of the Projects in accordance with applicable law and as otherwise contemplated by this Agreement, except for (A) the Governmental Authorizations, notices and filings set forth on Schedule 4.01(e), all of which except as set forth on Schedule 4.01(e) (or that are otherwise a Governmental Authorization described in clause (B) below) (1) have been duly obtained, taken, given or made, (2) are in full force and effect and (3) are free from conditions or requirements that have not been met or complied with or (B) those Governmental Authorizations, notices, filings with or consents of any other third party, the failure of which to obtain and maintain could not reasonably be expected to result in a Material Adverse Effect.

(f) Binding Agreement. This Agreement has been, and each other Loan Document when delivered hereunder will have been, duly executed and delivered by each Loan Party party thereto. This Agreement is, and each other Loan Document when delivered hereunder will be, the legal, valid and binding obligation of each Loan Party party thereto, enforceable against each such Loan Party in accordance with its terms.

(g) Litigation. There is no action, suit, investigation, litigation or proceeding affecting any Loan Party or any of its Subsidiaries, including any Environmental Action, pending or threatened in writing before any Governmental Authority or arbitrator that (i) could reasonably be expected to have a Material Adverse Effect or (ii) other than confirmation of the

Plan of Reorganization by the Bankruptcy Court, purports to affect the legality, validity or enforceability of any Loan Document or the consummation of the transactions contemplated thereby.

(h) Financial Statements.

(i) The Consolidated balance sheet of the Borrower and its Subsidiaries, the related Consolidated statement of income and Consolidated statement of cash flows of the Borrower and its Subsidiaries for the Fiscal Year then ended, and the Consolidated balance sheet of the Borrower and its Subsidiaries and the related Consolidated statement of income and Consolidated statement of cash flows of the Borrower and its Subsidiaries for the three months then ended, duly certified by a Responsible Officer of the Borrower, in each case which have most recently been furnished to the Administrative Agent pursuant to Section 3.01 or Section 5.03, fairly present in all material respects, subject, in the case of any interim balance sheet and related statements of income and cash flows for the relevant three months then ended, to year-end audit adjustments, the Consolidated financial condition of the Borrower and its Subsidiaries as at the dates of such financial statements and the Consolidated results of operations of the Borrower and its Subsidiaries for the periods ended on such dates, all in accordance with GAAP applied on a consistent basis; *provided* that, with respect to periods prior to the Effective Date, references in this clause to the Borrower and its Subsidiaries will be deemed to include Harquahala to the extent Harquahala is included in such financial statements.

(ii) Since December 31, 2017, there has been no Material Adverse Change.

(i) Information. As of the Effective Date, no information, exhibit or report furnished by or on behalf of any Loan Party to any Agent or any Lender in connection with the negotiation and syndication of the Loan Documents or pursuant to the terms of the Loan Documents contained, when taken as a whole, and as of the date such information, exhibit or report (as applicable) was so furnished, any untrue statement of a material fact or omitted to state a material fact necessary to make the statements made therein not misleading in light of the circumstances under which such statements were made; *provided*, *however*, that, except as set forth herein, no representation or warranty is made with respect to any projections or other forward looking statements provided by or on behalf of any Loan Party or any of their Affiliates.

(j) Margin Stock. The Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying Margin Stock, and no proceeds of any Loan will be used to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock.

(k) Investment Company Act. No Loan Party is an "*investment company*," as defined in or subject to regulations under the Investment Company Act of 1940, as amended.

(l) Security Interest. All filings and other actions necessary to perfect and protect the security interest in the Collateral created under the Second Lien Collateral Documents have been duly made or taken and are in full force and effect, and the Second Lien Collateral Documents create in favor of the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties legal, valid, enforceable and, together with such filings and other actions, perfected second priority (subject to Liens expressly permitted by Section 5.02(a)) Liens in the Collateral, securing the payment of the Second Lien Obligations. The Loan Parties are the legal and beneficial owners of the Collateral free and clear of any Lien, except for the liens and security interests created or permitted under the Loan Documents.

(m) Solvency. After giving effect to the Loan Documents and the transactions contemplated thereby, the Borrower and its Subsidiaries are, on a Consolidated basis, Solvent.

(n) ERISA Etc. (i) No ERISA Event has occurred or is reasonably expected to occur with respect to any Plan that has resulted in or is reasonably expected to result in a material liability of any Loan Party or any ERISA Affiliate.

(ii) Neither any Loan Party nor any ERISA Affiliate has incurred or is reasonably expected to incur any material Withdrawal Liability to any Multiemployer Plan.

(iii) Neither any Loan Party nor any ERISA Affiliate has been notified by the sponsor of a material Multiemployer Plan that such Multiemployer Plan is in reorganization or has been terminated, within the meaning of Title IV of ERISA, and no such Multiemployer Plan is reasonably expected to be in reorganization or to be terminated, within the meaning of Title IV of ERISA.

(o) Environmental Matters.

(i) Except as otherwise set forth on Part I of Schedule 4.01(o) hereto, the operations and properties of each Loan Party and each of its Subsidiaries comply with all applicable Environmental Laws and Environmental Permits, all past non-compliance with such Environmental Laws and Environmental Permits has been resolved without ongoing obligations or costs, except for any such noncompliance, obligation or cost that could not reasonably be expected to have a Material Adverse Effect and, to the best knowledge of each Loan Party, no circumstances exist that could (A) form the basis of an Environmental Action against any Loan Party or any of its Subsidiaries or any of their properties that could reasonably be expected to have a Material Adverse Effect or (B) cause any such property to be subject to any restrictions on ownership or transferability, or subject to any material Lien, under any Environmental Law.

(ii) Except as otherwise set forth on Part II of Schedule 4.01(o) hereto, none of the properties currently or formerly owned or operated by any Loan Party or any of its Subsidiaries is currently listed or proposed for listing on the NPL or on the CERCLIS or any analogous state or local list; there are no and never have been any underground or aboveground storage tanks or any surface impoundments, septic tanks,

pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed on any property currently owned or operated by any Loan Party or any of its Subsidiaries; there is no asbestos or asbestos-containing material on any property currently owned or operated by any Loan Party or any of its Subsidiaries that requires abatement under any applicable Environmental Law; and Hazardous Materials have not been released, discharged or disposed of on any property currently or formerly owned or operated by any Loan Party or any of its Subsidiaries in a manner that would reasonably be expected to require any material investigation, cleanup, remediation or remedial action by any Loan Party under any applicable Environmental Law.

(iii) Except as otherwise set forth on Part III of Schedule 4.01(o) hereto, neither any Loan Party nor any of its Subsidiaries is undertaking, and has not completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any governmental or regulatory authority or the requirements of any Environmental Law; and all Hazardous Materials generated, used, treated, handled or stored at, or transported to or from, any property currently or formerly owned or operated by any Loan Party or any of its Subsidiaries have been disposed of in a manner not reasonably expected to result in liability to any Loan Party or any of its Subsidiaries except, in each case above, where any such investigation or assessment or remedial or response action or liability could not reasonably be expected to have a Material Adverse Effect.

(p) Tax Matters. (i) Neither any Loan Party nor any of its Subsidiaries is party to any tax sharing agreement.

(ii) Each Loan Party and each of its Subsidiaries has filed, has caused to be filed or has been included in all tax returns (Federal, state, local and foreign) required to be filed, other than those tax returns where the failure to file such returns could not be reasonably expected to have a Material Adverse Effect or to result in a liability of such Loan Party and its Subsidiaries in an amount in excess of $2,000,000 at any time, and has paid all taxes shown thereon to be due, together with applicable interest and penalties (other than taxes contested in good faith by proper proceedings to the extent that adequate reserves are being maintained therefor).

(iii) No issues have been raised by the Internal Revenue Service in respect of federal income tax returns for years for which the expiration of the applicable statute of limitations has not occurred by reason of extension or otherwise that, in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(iv) No issues have been raised by any state, local or foreign taxing authorities, in respect of the returns for years for which the expiration of the applicable statute of limitations has not occurred by reason of extension or otherwise, that, in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(q) [Reserved].

(r) Owned Real Property. Set forth on Schedule 4.01(r) hereto is a complete and accurate list of all real property owned by any Loan Party, showing as of the date hereof the street address, county or other relevant jurisdiction, state and record owner thereof. Each Loan Party has good and marketable fee simple title to such real property, free and clear of all Liens, other than Liens created or permitted by the Loan Documents.

(s) Leased Real Property. Set forth on Schedule 4.01(s) hereto is a complete and accurate list of all leases of real property under which any Loan Party is the lessee, showing as of the date hereof the street address, county or other relevant jurisdiction, state, lessor and lessee thereof. Each such lease is the legal, valid and binding obligation of the parties thereto, enforceable in accordance with its terms.

(t) Material Contracts. Each Material Contract (i) has been duly authorized, executed and delivered by all parties thereto, (ii) has not been amended or otherwise modified from the form previously delivered to the Administrative Agent except to the extent permitted under the terms of the Loan Documents and (iii) is in full force and effect and is binding upon and enforceable against all parties thereto in accordance with its terms, and to the best knowledge of the Loan Parties, there exists no material default under any Material Contract by any party thereto. All Material Contracts and Hedge Agreements, including all amendments thereto, to which any Loan Party is a party and in effect as of the Effective Date are set forth on Schedule 4.01(t).

(u) Accounts. Neither the Borrower nor any of its Subsidiaries has any deposit or securities accounts other than (i) the Accounts; (ii) the Pledged Accounts; (iii) the Counterparty Collateral Accounts (if any); (iv) deposit or securities accounts (if any) (A) with, in the case of each such deposit or securities account, less than $1,000,000 on deposit in, or credited to, any such deposit or securities account and (B) to the extent any such deposit or securities account is (1) permitted under the Second Lien Security Agreement and (2) not required to be a Pledged Account under the Second Lien Security Agreement or the Security Deposit Agreement; and (v) as otherwise permitted under the terms of this Agreement and the other Loan Documents.

(v) Regulatory Status. Each Project Company: (i) meets the requirements for, and has made the necessary filing with, or has been determined by, FERC to be an exempt wholesale generator ("***EWG***") within the meaning of Section 1262(6) of the Public Utility Holding Company Act of 2005 ("***PUHCA***"); (ii) is authorized by FERC pursuant to Section 205 of the FPA to sell electric power, including energy and capacity, at market-based rates; and (iii) is granted blanket authorization by FERC to issue securities and assume obligations and liabilities pursuant to Section 204 of the FPA.

(w) FERC Proceedings. There are no pending FERC proceedings in which the EWG status, market-based rate authority or blanket FPA Section 204 authority of a Project Company is subject to withdrawal, revocation or material modification.

(x) Regulatory Approvals. Except for any FERC approvals required in connection with the Lenders' exercise of remedies under the Loan Documents, no approvals or authorizations from FERC are required to be obtained by any Project Company, the Loan Parties, the Second Lien Collateral Agent or the Lenders with respect to the Loan Documents and the transactions contemplated thereby.

(y) Existing Regulatory Orders. The Borrower and each Project Company is in full compliance with the terms and conditions of all orders issued by FERC under Section 203 of the FPA and obtained by the Borrower or any Project Company.

(z) PUHCA. The Borrower is a "*holding company*" within the meaning of Section 1262(8) of PUHCA solely with respect to its ownership of one or more EWGs, and is not subject to or is otherwise exempt from regulation under PUHCA.

(aa) Patriot Act. No Loan Party is in material violation of any Anti-Terrorism Laws. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

(bb) Secured Obligations. As of the Effective Date, and after giving effect to the initial Borrowing hereunder, there are no Second Lien Obligations other than Obligations arising under the Loan Documents.

ARTICLE V

COVENANTS

SECTION 5.01. Affirmative Covenants. Until a Repayment Event has occurred, the Borrower and each Guarantor will:

(a) Compliance with Laws, Etc. Comply, and cause each of its Subsidiaries to comply with all applicable laws, rules, regulations and orders binding on the Borrower or such Subsidiary, such compliance to include, without limitation, compliance with ERISA and the Racketeer Influenced and Corrupt Organizations Chapter of the Organized Crime Control Act of 1970, other than any such non-compliance which could not reasonably be expected to have a Material Adverse Effect.

(b) Payment of Taxes, Etc. Pay and discharge, and cause each of its Subsidiaries to pay and discharge, before the same shall become delinquent, (i) all taxes, assessments and governmental charges or levies imposed upon it or upon its property and (ii) all lawful claims that, if unpaid, might by law become a Lien upon its property (unless, in the case of (i) and (ii), the failure to do so could not reasonably be expected to have a Material Adverse Effect, or to result in a liability of such Loan Party and its Subsidiaries in an amount in excess of $2,000,000 at any time); *provided*, *however*, that neither the Borrower nor any of its Subsidiaries

shall be required to pay or discharge any such tax, assessment, charge or claim that is being contested in good faith and by proper proceedings to the extent that adequate reserves are being maintained.

(c) Compliance with Environmental Laws. Comply, and cause each of its Subsidiaries and, if applicable, take commercially reasonable efforts to cause, all lessees and other Persons operating or occupying its properties to comply, in all material respects, with all applicable Environmental Laws and Environmental Permits; obtain and renew, and cause each of its Subsidiaries to obtain and renew, all material Environmental Permits necessary for its operations and properties; and conduct, and cause each of its Subsidiaries to conduct, any investigation, study, sampling and testing, cleanup, removal, remedial or other action in response to any release, discharge or disposal of any Hazardous Materials from or at any of its properties, to the extent required by, and in material compliance with, all Environmental Laws; *provided*, *however*, that neither the Borrower nor any of its Subsidiaries shall be required to undertake any such cleanup, removal, remedial or other action to the extent that its obligation to do so is being contested in good faith and by proper proceedings provided appropriate reserves are being maintained with respect to such circumstances.

(d) Maintenance of Insurance. Maintain, and cause each of its Subsidiaries to maintain, insurance in accordance with Schedule 5.01(d).

(e) Preservation of Existence, Etc. Preserve and maintain, and cause each of its Subsidiaries to preserve and maintain, its existence as a limited liability company or limited partnership, as applicable, its good standing in the State of Delaware and, to the extent required under applicable law, its qualification to do business and good standing in each other state or jurisdiction in which it operates a material part of its business; *provided*, *however*, that the Borrower and its Subsidiaries may consummate any merger or consolidation permitted under Section 5.02(d).

(f) Visitation Rights. Upon reasonable notice, at any reasonable time and from time to time, permit any of the Agents or any of the Lenders, or any agents or representatives thereof, to examine and make copies of and abstracts from the records and books of account of, and visit the properties of, the Borrower and any of its Subsidiaries, and to discuss the affairs, finances and accounts of the Borrower and any of its Subsidiaries with any of their officers or directors and with their independent certified public accountants; *provided* that so long as no Default shall have occurred and be continuing, unless the Borrower shall have consented thereto, neither the Agents nor the Lenders shall be entitled to more than one visit at the cost of Borrower to any single Project in any Fiscal Year.

(g) Keeping of Books. Keep, and cause each of its Subsidiaries to keep, proper books of record and account in accordance with GAAP.

(h) Maintenance of Properties, Etc. Maintain, preserve and protect, and cause each of its Subsidiaries to maintain, preserve and protect, all of its properties and equipment necessary in the conduct of the business of the Projects in good working order and condition, ordinary wear and tear excepted, and in accordance with Prudent Industry Practices.

(i) Transactions with Affiliates. Conduct, and cause each of its Subsidiaries to conduct, all transactions otherwise permitted under the Loan Documents with any of their Affiliates on terms that are, when taken as a whole, fair and reasonable and no less favorable to the Borrower or such Subsidiary than it would obtain in a comparable arm's length transaction with a Person not an Affiliate; *provided*, that each of (i) the transactions under and related to this Agreement, the LC Support Agreement and the other Loan Documents, including all transactions related to the Talen Letter of Credit and payments in respect thereof as permitted under Section 5.02(g)(C) and (ii) the Harquahala Reorganization shall be deemed to be in compliance with the foregoing.

(j) Covenant to Give Security. Upon the acquisition of (x) fee title to any property which is leased pursuant to the IDA Lease or (y) any other property by any Loan Party with a fair market value in excess of $5,000,000 or which is otherwise necessary or desirable for the continued operation of any Project, and such property, in the judgment of the Administrative Agent, shall not already be subject to a perfected second priority (subject to Liens expressly permitted by Section 5.02(a)) security interest in favor of the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties, then in each case at the Borrower's expense:

(i) within 10 days after such acquisition, furnish to the Administrative Agent and the Second Lien Collateral Agent a description of the real and personal properties so acquired, in each case in detail satisfactory to the Administrative Agent; and

(ii) promptly, but in any event within 90 days after such acquisition, take all such actions and execute and deliver, or cause to be executed and delivered, all such mortgages, estoppel and consent agreements of lessors, documents, instruments, agreements, opinions and certificates with respect to such Property as the Administrative Agent shall reasonably request to create (and provide evidence thereof) a valid and perfected second priority (subject to Liens expressly permitted by Section 5.02(a)) Lien on such Property in favor of the Second Lien Collateral Agent (for the benefit of the Second Lien Secured Parties).

(k) Further Assurances. Promptly upon request by any Agent, or any Lender through the Administrative Agent, do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, conveyances, pledge agreements, mortgages, estoppel and consent agreements of lessors, deeds of trust, trust deeds, assignments, financing statements and continuations thereof, termination statements, notices of assignment, transfers, certificates, assurances and other instruments as any Agent, or any Lender through the Administrative Agent, may reasonably require from time to time in order to (i) carry out more effectively the purposes of the Loan Documents, (ii) to the fullest extent permitted by applicable law, subject any Loan Party's or any of its Subsidiaries' properties, assets, rights or interests to the Liens now or hereafter intended to be covered by any of the Second Lien Collateral Documents and (iii) perfect and maintain the validity, effectiveness and priority of any of the Second Lien Collateral Documents and any of the Liens intended to be created thereunder.

(l) Accounts. (i) Establish and maintain, and cause each other Loan Party to maintain at all times in accordance with the Security Deposit Agreement, the Accounts, (ii) cause

all Revenues (as defined in the Security Deposit Agreement) and other amounts payable to it to be deposited into, or credited to, the Accounts, in accordance with the terms of the Security Deposit Agreement and (iii) cause all funds deposited in the Accounts to be applied and disbursed in accordance with the terms of the Security Deposit Agreement.

(m) Commodity Hedge Counterparty Security. Any Loan Party that enters into a Commodity Hedge and Power Sale Agreement that benefits from a Lien permitted pursuant to Section 5.02(a) shall:

(i) require that the terms and conditions of such Commodity Hedge and Power Sale Agreement provide that if the Commodity Hedge Counterparty thereto ceases at any time to have a Required Rating (including with respect to any Person guaranteeing the obligations of such Commodity Hedge Counterparty), such Commodity Hedge Counterparty will provide collateral in amount and form, and pursuant to documents, customarily provided in comparable transactions to secure its obligations under the applicable Commodity Hedge and Power Sale Agreement; and

(ii) exercise its rights to enforce such obligations of the Commodity Hedge Counterparty at all times, except to the extent that the Commodity Hedge and Power Sale Agreement in question has a Maximum Potential Exposure of $5,000,000 or less; *provided* that no breach shall arise hereunder if any such exercise is unsuccessful so long as the applicable Loan Party has exercised its rights to enforce.

(n) [Reserved].

(o) Performance of Material Contracts. (i) Perform and observe all the terms and provisions of each Material Contract to be performed or observed by it, maintain each such Material Contract in full force and effect, and enforce each such Material Contract in accordance with its terms unless, in each case, (A) the failure to do so would not reasonably be expected to have a Material Adverse Effect, (B) such Material Contract has expired in accordance with its terms in the ordinary course (and not related to any default thereunder) or (C) in the case of the IDA Lease, the Borrower obtains fee title to the Athens Project as set forth in Section 6.01(o) and (ii) without limiting the generality of the foregoing, replace, or cause to be replaced (or put into place alternative arrangements (including contracts) satisfactory to the Required Lenders with respect to), any Material Contract that has expired in accordance with its terms in the ordinary course (and related to any default thereunder) to the extent such replacement (or such alternative arrangement satisfactory to the Required Lenders) is necessary or advisable in accordance with Prudent Industry Practices.

(p) Separateness. Comply with the following:

(i) Each of the Borrower and its Subsidiaries will act solely in its name and through its duly authorized officers, managers, representatives or agents in the conduct of its businesses;

(ii) Each of the Borrower and its Subsidiaries will conduct in all material respects its business solely in its own name, in a manner not misleading to other Persons as to its identity (including, without limiting the generality of the foregoing, all oral and written communications (if any), including invoices, purchase orders, and contracts); *provided*, however, that nothing in clause (p)(i) or this clause (p)(ii) shall prohibit the Loan Parties from continuing to refer to themselves as "MACH Gen" in oral and written communications;

(iii) Each of the Borrower and its Subsidiaries will obtain proper authorization from member(s), shareholder(s), director(s) and manager(s), as required by its limited liability company agreement or bylaws for all of its limited liability company or corporate actions; and

(iv) Each of the Borrower and its Subsidiaries will comply with the terms of its certificate of incorporation or formation and by-laws or limited liability company agreement (or similar constituent documents).

(q) Maintenance of Regulatory Status. The Project Companies shall maintain EWG status, market-based rate authority under FPA Section 205 and FPA Section 204 blanket pre-approval and comply with previously issued FPA Section 203 orders applicable to the Borrower or Project Company.

(r) Athens Water Supply Permits. (i) Perform and observe all the terms and provisions of each Athens Water Supply Permit to be performed or observed by it, maintain each Athens Water Supply Permit in full force and effect, and enforce each Athens Water Supply Permit in accordance with its terms unless, in each case, (A) the failure to do so would not reasonably be expected to have a Material Adverse Effect or (B) such Athens Water Supply Permit has expired in accordance with its terms in the ordinary course (and not related to any default thereunder) and (ii) without limiting the generality of the foregoing, replace, or cause to be replaced (or put into place alternative arrangements (including contracts) satisfactory to the Required Lenders with respect to), any Athens Water Supply Permit in the event that it has expired in accordance with its terms in the ordinary course (and related to any default thereunder) to the extent such replacement (or such alternative arrangement satisfactory to the Required Lenders) is necessary or advisable in accordance with Prudent Industry Practices.

SECTION 5.02. Negative Covenants. Until a Repayment Event has occurred, neither the Borrower nor any Guarantor will, at any time:

(a) Liens, Etc. Create, incur, assume or suffer to exist, or permit any of its Subsidiaries to create, incur, assume or suffer to exist, any Lien on or with respect to any of its properties of any character (including, without limitation, accounts) whether now owned or hereafter acquired, or sign or file or suffer to exist, or permit any of its Subsidiaries to sign or file or suffer to exist, under the UCC of any jurisdiction, a financing statement that names the Borrower or any of its Subsidiaries as debtor, or sign or suffer to exist, or permit any of its Subsidiaries to sign or suffer to exist, any security agreement authorizing any secured party

thereunder to file such financing statement, or assign, or permit any of its Subsidiaries to assign, any accounts or other right to receive income, except:

(i) Liens created under the Second Lien Collateral Documents; *provided* that (A) such Liens only secure (1) Debt permitted under Section 5.02(b)(i), and/or (2) obligations under Commodity Hedge and Power Sale Agreements which provide by their terms that they are to be secured by a second priority Lien on the Collateral (in the case of this clause (2), up to the amount permitted under Section 5.10(b) of the Intercreditor Agreement), (B) such Liens are subject to the terms of the Intercreditor Agreement and (C) any lender or letter of credit support provider (or any agent or trustee thereof) with respect to such Debt and any Commodity Hedge Counterparty party to any such Commodity Hedge and Power Sale Agreement shall have become a party to the Intercreditor Agreement as, and shall have the obligations of, a Second Lien Secured Party thereunder;

(ii) [Reserved];

(iii) Permitted Liens;

(iv) Liens created under the First Lien Collateral Documents; *provided* that (A) such Liens only secure (1) obligations under Commodity Hedge and Power Sale Agreements which provide by their terms that they are to be secured by a first priority Lien on the Collateral (in the case of this clause (1), up to the amount permitted under Section 5.10(b) of the Intercreditor Agreement) and (2) Debt incurred under the First Lien Loan Documents (as defined in the Intercreditor Agreement), (B) such Liens are subject to the terms of the Intercreditor Agreement and (C) any Commodity Hedge Counterparty party to any such Commodity Hedge and Power Sale Agreement or any lender under the First Lien Facility (or any agent or trustee thereof) with respect to such Debt shall have become a party to the Intercreditor Agreement as, and shall have the obligations of a First Lien Secured Party thereunder;

(v) purchase money Liens upon or in real property or equipment acquired or held by the Borrower or any of its Subsidiaries in the ordinary course of business to secure the purchase price of such property or equipment or to secure Debt incurred solely for the purpose of financing the acquisition of any such property or equipment to be subject to such Liens, or Liens existing on any such property or equipment at the time of acquisition (other than any such Liens created in contemplation of such acquisition that do not secure the purchase price), or extensions, renewals or replacements of any of the foregoing for the same or a lesser amount; *provided*, *however*, that no such Lien shall extend to or cover any property other than the property or equipment being acquired, and no such extension, renewal or replacement shall extend to or cover any property not theretofore subject to the Lien being extended, renewed or replaced; and *provided further* that the aggregate principal amount of the Debt secured by Liens permitted by this clause (v) shall not exceed the amount permitted under Section 5.02(b)(iv) at any time outstanding;

(vi) Liens arising by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights;

(vii) Liens arising from precautionary UCC financing statements regarding, and any interest or title of a licensor, lessor or sublessor under, any operating lease;

(viii) pledges or deposits of Cash or Cash Equivalents securing deductibles, self-insurance, co-payment, co-insurance, retentions or similar obligations to providers of property, casualty or liability insurance in the ordinary course of business; and

(ix) Liens arising under Capitalized Leases permitted under Section 5.02(b)(vii); *provided* that no such Lien shall extend to or cover any Collateral or assets other than the property subject to such Capitalized Leases.

(b) Debt. Create, incur, assume or suffer to exist, or permit any of its Subsidiaries to create, incur, assume or suffer to exist, any Debt, except:

(i) Debt under the Loan Documents;

(ii) Debt under the First Lien Loan Documents (as defined under the Intercreditor Agreement);

(iii) to the extent constituting Debt, payments (or obligations in respect thereof) permitted to be made under (g)(C);

(iv) Debt secured by Liens permitted by Section 5.02(a)(v) not to exceed in the aggregate, when taken together with any outstanding Debt permitted to be incurred pursuant to Section 5.02(b)(vii), $25,000,000 at any time outstanding;

(v) to the extent constituting Debt, payment or guaranty obligations under any Commodity Hedge and Power Sale Agreements to the extent permitted under Section 5.02(l);

(vi) Debt owed to any Loan Party, which Debt shall (x) constitute Pledged Debt, (y) be on terms reasonably acceptable to the Administrative Agent and (z) be otherwise permitted under Section 5.02(f);

(vii) (x) Capitalized Leases not to exceed in the aggregate, when taken together with any outstanding Debt permitted to be incurred pursuant to Section 5.02(b)(iv), $25,000,000 at any time outstanding, and (y) in the case of Capitalized Leases to which any Subsidiary of the Borrower is a party, Debt of the Borrower of the type described in clause (e) of the definition of "***Debt***" guaranteeing the Obligations of such Subsidiary under such Capitalized Leases;

(viii) to the extent constituting Debt, (A) Debt in respect of performance bonds, bid bonds, appeal bonds, surety bonds, completion guarantees, indemnification obligations, obligations to pay insurance premiums, take or pay obligations and similar obligations incurred in the ordinary course of business and not in connection with Debt for Borrowed Money and (B) letters of credit, bonds or similar instruments collateralized in full by amounts permitted under, and to the extent secured by a Lien described in, clause (d)(i) of the definition of Permitted Liens;

(ix) other unsecured Debt of the other Loan Parties in an aggregate amount not to exceed $5,000,000 at any one time outstanding; provided that not more than $5,000,000 in the aggregate of such unsecured Debt under this Section 5.02(b)(ix) in the aggregate may be repaid by the Loan Parties following the Effective Date;

(x) other unsecured Debt of the Loan Parties issued in settlement of delinquent obligations of the Loan Parties or disputes between the Loan Parties and other Persons under Contractual Obligations of the Loan Parties (other than in respect of Debt); and

(xi) Guaranteed Debt of any Loan Party in respect of any Debt otherwise permitted to be incurred under this Section 5.02(b).

(c) Change in Nature of Business. Make, or permit any of its Subsidiaries to make, any material change in the nature of its business as carried on at the date hereof.

(d) Mergers, Etc. Merge into or consolidate with any Person or permit any Person to merge into it, or permit any of its Subsidiaries to do so; *provided* that any Subsidiary of the Borrower may merge into or consolidate with any other Subsidiary of the Borrower; *provided* that, in the case of any such merger or consolidation, the Person formed by such merger or consolidation shall be a wholly owned Subsidiary of the Borrower; *provided* that the Person formed by such merger or consolidation obtain prior approval under Section 204 of the Federal Power Act to the extent required; and *provided further* that, in the case of any such merger or consolidation to which a Guarantor is a party, the Person formed by such merger or consolidation shall be a Guarantor.

(e) Sales, Etc. of Assets. Without the prior written consent of the Required Lenders, which consent may be granted or withheld in each Required Lender's sole and absolute discretion, sell, lease, transfer or otherwise dispose of, or permit any of its Subsidiaries to sell, lease, transfer or otherwise dispose of, any assets, or grant any option or other right to purchase, lease or otherwise acquire, or permit any of its Subsidiaries to grant any option or other right to purchase, lease or otherwise acquire, any assets, except:

(i) sales of (or the granting of any option or other right to purchase, lease or otherwise acquire) power, natural gas, fuel, capacity or ancillary services or other inventory in the ordinary course of such Person's business;

(ii) sales, transfers or other dispositions in the ordinary course of its business of Property that is surplus, obsolete, defective, worn-out, damaged, or that individually or in the aggregate is not reasonably necessary for the continued operation of any Project, which, in the case of any such sale, transfer or disposition exceeding $1,000,000.00 in value, shall be so certified by a Responsible Officer of the Borrower and agreed by the Administrative Agent;

(iii) the liquidation, sale or use of Cash and Cash Equivalents;

(iv) sales, transfers or other dispositions of assets among Loan Parties;

(v) sales of (A) all, but not less than all, of the Equity Interest in or (B) all or substantially all, but not less than substantially all, of the Property of, in each case, any Project Company, including to a special purpose vehicle owned by one or more Persons other than the Loan Parties, so long as (1) the Net Cash Proceeds received by the Borrower and the other Loan Parties in respect of such sale are not less than the Floor Amount in respect of such Project Company, (2) the purchase price for such sale shall be paid solely in Cash, and (3) the Loan Parties shall have terminated or transferred to the buyer or another unaffiliated third party any Commodity Hedge and Power Sale Agreement relating to the Project that is the subject of the sale, only to the extent that such Commodity Hedge and Power Sale Agreement relates solely to the Project that is the subject of the sale; *provided*, *however*, for the sale of the last Project remaining as Collateral, the Net Cash Proceeds of such sale must be sufficient to permit the Borrower to immediately satisfy all the conditions of a Repayment Event, in which case the applicable threshold stated in the definition of "*Floor Amount*" will not apply in respect of such sale; and

(vi) any Athens/Millennium Sale (as defined in, and permitted under, the First Lien Credit Agreement);

provided, that, other than as permitted under Section 5.02(e)(v) or (vi), the Borrower may not engage in any Asset Sales unless the proceeds thereof are applied to prepay the Second Lien Obligations to the extent required by, and in the manner set forth in, the Security Deposit Agreement and *provided, further*, notwithstanding the foregoing, other than as permitted under Section 5.02(e)(v) or (vi), that the Borrower may not sell an undivided interest in any Project or Project Company, without the prior written consent of the Required Lenders, which consent may be given or withheld by the Required Lenders in their sole and absolute discretion. For the avoidance of doubt, except as the result of any Asset Sale permitted pursuant to this Section 5.02(e), the Borrower shall not fail to hold, directly or indirectly, 100% of the Equity Interests in each of the Project Companies.

(f) Investments in Other Persons. Make or hold, or permit any of its Subsidiaries to make or hold, any Investment in any Person, except:

(i) Investments by and among Loan Parties in other Loan Parties;

(ii) Investments by the Borrower and its Subsidiaries in (A) Cash and Cash Equivalents, (B) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) or obligations the timely payment of the principal and interest on which are fully guaranteed by the United States of America and (C) certificates of deposit fully insured by the Federal Deposit Insurance Corporation in national, state or foreign commercial banks whose outstanding long term debt is rated at least A or the equivalent by S&P or Moody's;

(iii) to the extent constituting Investments, Investments in contracts and agreements (including, without limitation, Commodity Hedge and Power Sale Agreements and interest rate Hedge Agreements), including prepaid deposits and expenses thereunder, to the extent permitted under the Loan Documents;

(iv) Investments received in connection with the bankruptcy or reorganization of suppliers or customers and in settlement of delinquent obligations of, and other disputes with, customers arising in the ordinary course of business;

(v) Investments in the Accounts and Counterparty Collateral Accounts, and Investments permitted pursuant to Section 5.02(f)(ii) on deposit in or credited to the Accounts, or other accounts permitted under the Loan Documents; and

(vi) loans and advances to officers, directors and employees of any Loan Party for reasonable and customary business related travel expenses, moving expenses and similar expenses incurred in the ordinary course of business of such Loan Party in an aggregate principal amount at any time outstanding not exceeding $1,000,000.

(g) Restricted Payments. Declare or pay any dividends, purchase, redeem, retire, defease or otherwise acquire for value any of its Equity Interests now or hereafter outstanding, return any capital to its stockholders, partners or members (or the equivalent Persons thereof) as such, make any distribution of assets, Equity Interests, obligations or securities to its stockholders, partners or members (or the equivalent Persons thereof) as such, or permit any of its Subsidiaries to do any of the foregoing, or permit any of its Subsidiaries to purchase, redeem, retire, defease or otherwise acquire for value any Equity Interests in the Borrower, except that (A) any Subsidiary of the Borrower may (1) declare and pay Cash dividends to the Borrower or to any Loan Party of which it is a Subsidiary and (2) accept capital contributions from its parent to the extent permitted under Section 5.02(f)(i), (B) so long as no Default or Event of Default has occurred and is continuing, on Cash Flow Payment Dates, the Borrower may declare and pay dividends to the holders of common Equity Interests in the Borrower with distributable cash available and permitted to be used for such purpose under the Security Deposit Agreement and (C) the Borrower or any other Loan Party may make payments to Talen (or any of its Affiliates) to the extent required under this Agreement or any other Loan Document.

(h) Amendments of Constitutive Documents. Amend, or permit any of its Subsidiaries to amend, its limited liability company agreement, limited partnership agreement or

other constitutive documents, other than amendments in respect of the constitutive documents of the Borrower that could not be reasonably expected to have a Material Adverse Effect.

(i) Accounting Changes. Make or permit, or permit any of its Subsidiaries to make or permit, any change in (i) accounting policies or reporting practices, except, with prior written notice to the Administrative Agent, as permitted by GAAP, or (ii) Fiscal Year.

(j) Prepayments, Etc., of Debt. Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner, or make any payment in violation of any subordination terms of, any Debt that is expressly subordinated to the Obligations hereunder, or that is secured and the Liens securing such Debt rank behind the Liens created by the Second Lien Collateral Documents, or permit any of its Subsidiaries to do any of the foregoing, in each case, except to the extent permitted by the Security Deposit Agreement and the Intercreditor Agreement.

(k) Partnerships; Formation of Subsidiaries, Etc. (i) Except with respect to Millennium, become a general partner in any general or limited partnership or joint venture, or permit any of its Subsidiaries to do so or (ii) organize, or permit any Subsidiary to organize, any new Subsidiary.

(l) Speculative Transactions. Engage, or permit any of its Subsidiaries to engage, in any transaction involving commodity options or futures contracts or any similar transactions, other than Permitted Trading Activity (it being understood and agreed that all activities of the Loan Parties under the Energy Management Agreements are subject to this covenant).

(m) Capital Expenditures. Make, or permit any of its Subsidiaries to make:

(i) any Capital Expenditures for Maintenance that would cause the aggregate of all such Capital Expenditures for Maintenance made by the Borrower and its Subsidiaries to exceed $25,000,000 plus all amounts payable under the LTSAs in the subject Fiscal Year (the "***Base Capex Amount***") per Fiscal Year; *provided*, *however* that if, for any Fiscal Year, the Base Capex Amount exceeds the aggregate amount of Capital Expenditures for Maintenance made by the Borrower and its Subsidiaries for such Fiscal Year, the Borrower and its Subsidiaries shall be entitled to make Capital Expenditures for Maintenance in any succeeding Fiscal Year (including any non-consecutive succeeding Fiscal Year) equal to the aggregate amount of such excesses from all such prior Fiscal Years, including non-consecutive prior Fiscal Years (such aggregate amount being referred to herein as the "***Capex Carryover Amount***") equal to such excess. Capital Expenditures for Maintenance shall be deemed to be made, first, from Capex Carryover Amounts and second, the Base Capex Amount in any Fiscal Year; or

(ii) any Capital Expenditures for Investment using funds from the Operating Account in excess of $1,000,000 per Fiscal Year without the prior written consent of the Administrative Agent, which consent may be granted or withheld in the Administrative Agent's sole and absolute discretion. For the avoidance of doubt, (x) for

purposes of the Security Deposit Agreement, Capital Expenditures for Investment in excess of the threshold set forth above shall not be "Approved Capital Expenditures" (as defined in the Security Deposit Agreement) or "O&M Costs" (as defined in the Security Deposit Agreement) unless the Administrative Agent's prior written consent (which may be granted or withheld in the Administrative Agent's sole and absolute discretion) shall have been obtained therefor and (y) the Borrower may make Capital Expenditures for Investment without restriction under this Section 5.02(m) so long as such Capital Expenditures for Investment are not made using funds from the Operating Account or any funds generated from the operation of the Projects.

(n) Amendment, Etc., of Material Contracts. Cancel or terminate any Material Contract or consent to or accept any cancellation or termination thereof, amend or otherwise modify any Material Contract, waive any default under or breach of any Material Contract, agree in any manner to any other amendment, modification, waiver or change of any term or condition of any Material Contract, or permit any of its Subsidiaries to do any of the foregoing, unless (w) such cancellation, termination, amendment, modification, waiver or change could not reasonably be expected to have a Material Adverse Effect, (x) such Material Contract has been replaced as set forth in Section 6.01(o), (y) such Material Contract has expired in accordance with its terms in the ordinary course (and not related to any default thereunder) or (z) in the case of the IDA Lease, the Borrower obtains fee title to the Athens Project as set forth in Section 6.01(o).

(o) Regulatory Matters. Make or permit to be made any change in the upstream ownership of a Guarantor without first obtaining any necessary authorization under Section 203 of the FPA.

(p) Investments by Depositary. Direct or permit the Depositary to invest any funds on deposit in or credited to the Accounts under the Security Deposit Agreement to be invested in any Investments other than Investments permitted pursuant to Section 5.02(f)(ii).

SECTION 5.03. Reporting Requirements. Until a Repayment Event has occurred, the Borrower will furnish to the Agents:

(a) Default Notice. As soon as possible and in any event within five days after the Borrower obtains knowledge thereof:

(i) the occurrence of each Default or any event, development or occurrence reasonably likely to have a Material Adverse Effect or to materially impair or interfere with the operations of any Project Company, a written statement of a Responsible Officer of the Borrower setting forth details of such Default, event, development or occurrence and the action that the Borrower has taken and proposes to take with respect thereto; and

(ii) any breach or default, any allegation of breach or default, or any event, development or occurrence under the IDA Lease, the PILOT Documents, the Millennium Lease or, only to the extent such breach or default, or allegation thereof is reasonably likely to have a Material Adverse Effect (or to materially impair or interfere

with the operations of any Project Company), any other Material Contract, a written statement of an officer of the Borrower setting forth details of such breach, default, allegation, event, development or occurrence and the action that the Borrower has taken and proposes to take with respect thereto.

(b) Annual Financials. As soon as available and in any event within 135 days after the end of each Fiscal Year, a copy of the annual audit report for such year for the Borrower and its Subsidiaries, including therein a Consolidated balance sheet of the Borrower and its Subsidiaries as of the end of such Fiscal Year and a Consolidated statement of income and a Consolidated statement of cash flows of the Borrower and its Subsidiaries for such Fiscal Year, in each case accompanied by (i) an opinion as to such audit report of independent public accountants of recognized standing who are acceptable to the Administrative Agent and (ii) a certificate of a Responsible Officer of the Borrower (A) certifying such financial statements as having been prepared in accordance with GAAP and (B) stating that no Default has occurred and is continuing or, if a Default has occurred and is continuing, a statement as to the nature thereof and the action that the Borrower has taken and proposes to take with respect thereto.

(c) Quarterly Financials. As soon as available and in any event within (i) 60 days after the end of each of the first three quarters of each Fiscal Year and (ii) 75 days after the end of the fourth quarter of each Fiscal Year, a Consolidated balance sheet of each of the Borrower and its Subsidiaries as of the end of such quarter and a Consolidated statement of income of the Borrower for the period commencing at the end of the previous Fiscal Quarter and ending with the end of such Fiscal Quarter and a Consolidated statement of income of the Borrower for the period commencing at the end of the previous Fiscal Year and ending with the end of such quarter, setting forth in each case in comparative form the corresponding figures for the corresponding date or period of the preceding Fiscal Year, all in reasonable detail and duly certified (subject to normal year-end audit adjustments) by a Responsible Officer of the Borrower as having been prepared in accordance with GAAP, together with a certificate of said officer stating that no Default has occurred and is continuing or, if a Default has occurred and is continuing, a statement as to the nature thereof and the action that the Borrower has taken and proposes to take with respect thereto.

(d) [Reserved].

(e) Litigation. Promptly after the commencement thereof, notice of all actions, suits, litigation and proceedings before any Governmental Authority of the type described in Section 4.01(g).

(f) Agreement Notices; Etc.

(i) Promptly upon execution thereof, copies of any Material Contract entered into by any Loan Party after the date hereof;

(ii) promptly (but in any event within 10 days) following any Loan Party's entering into of any Material Contract after the date hereof (other than a Material Contract in replacement of a Material Contract for which no Second Lien Consent and

Agreement was required as of the Effective Date), a Second Lien Consent and Agreement substantially in the form of Exhibit D-1 or Exhibit D-2, as applicable, in respect of such Material Contract; provided, that the Borrower shall be in compliance with this Section 5.03(f)(ii)if it uses commercially reasonable efforts to promptly obtain and furnish each such Second Lien Consent and Agreement at the time such Loan Party enters into any such Material Contract; and

(iii) promptly upon execution thereof, copies of any amendment, modification or waiver of any provision of the First Lien Credit Agreement, any First Lien Collateral Document, the LC Support Agreement or any Material Contracts.

(g) ERISA.

(i) ERISA Events and ERISA Reports. (A) Promptly and in any event within 10 Business Days after any Loan Party or any ERISA Affiliate knows or has reason to know that any ERISA Event has occurred that could reasonably be expected to result in liability in excess of $5,000,000, a statement of a Responsible Officer of the Borrower describing such ERISA Event and the action, if any, that such Loan Party or such ERISA Affiliate has taken and proposes to take with respect thereto and (B) on the date any records, documents or other information must be furnished to the PBGC with respect to any Plan pursuant to Section 4010 of ERISA, a copy of such records, documents and information within 10 Business Days.

(ii) Plan Terminations. Promptly and in any event within ten Business Days after receipt thereof by any Loan Party or any ERISA Affiliate, copies of each notice from the PBGC stating its intention to terminate any Plan or to have a trustee appointed to administer any Plan.

(iii) Multiemployer Plan Notices. Promptly and in any event within ten Business Days after receipt thereof by any Loan Party or any ERISA Affiliate from the sponsor of a Multiemployer Plan, copies of each notice concerning (A) the imposition of Withdrawal Liability that could reasonably be expected to result in liability in excess of $5,000,000 by any such Multiemployer Plan, (B) the reorganization or termination, within the meaning of Title IV of ERISA, of any such Multiemployer Plan that could reasonably be expected to result in liability in excess of $5,000,000 or (C) the amount of liability incurred, or that may be incurred, by such Loan Party or any ERISA Affiliate in connection with any event described in clause (A) or (B).

(h) Environmental Conditions. Promptly after the assertion or occurrence thereof, notice of any Environmental Action against or of any noncompliance known to the Borrower by any Loan Party or any of its Subsidiaries with any Environmental Law or Environmental Permit that could (i) reasonably be expected to have a Material Adverse Effect (or to materially impair or interfere with the operations of any Project Company) or (ii) cause any property described in the Initial Second Lien Mortgages to be subject to any restrictions on ownership or transferability, or subject to any material Lien, under any Environmental Law.

(i) Real Property. To the extent there have been any changes during the preceding Fiscal Year, as soon as available and in any event within 30 days after the end of each Fiscal Year, a report supplementing Schedules 4.01(r) and 4.01(s) hereto, including an identification of all owned and leased real property disposed of by the Borrower or any of its Subsidiaries during such Fiscal Year, a list and description (including the street address, county or other relevant jurisdiction, state, record owner, and, in the case of leases of property, lessor and lessee thereof) of all real property acquired or leased during such Fiscal Year and a description of such other changes in the information included in such Schedules as may be necessary for such Schedules to be accurate and complete.

(j) Insurance.

(i) Promptly after the Borrower gains knowledge of the occurrence thereof, a report summarizing any changes in the insurance coverage of the Borrower and its Subsidiaries resulting from a change in the insurance markets of the type described in Section 2 of Schedule 5.01(d).

(ii) Promptly after the occurrence thereof, notice of any Casualty Event or Event of Eminent Domain affecting any Loan Party, whether or not insured, through fire, theft, other hazard or casualty involving a probable loss of $4,000,000 or more.

(iii) Promptly after receipt thereof, copies of any cancellation or receipt of written notice of threatened cancellation of any property damage insurance required to be maintained under Section 5.01(d).

(k) Other Information. Such other information respecting the business, condition (financial or otherwise), operations, performance, properties or prospects of any Loan Party or any of its Subsidiaries as any Agent, or any Lender through the Administrative Agent, may from time to time reasonably request.

ARTICLE VI

EVENTS OF DEFAULT

SECTION 6.01. Events of Default. If any of the following events shall occur and be continuing and, other than in the case of clause (f) below, the Administrative Agent shall have delivered written notice (in addition to any previous notice delivered pursuant to clause (a) or (d) below) of the occurrence of any such event (any such notice, an "***EOD Notice***") to the Borrower:

(a) Payment Defaults. (i) the Borrower shall fail to pay any principal of any Loan when the same shall become due and payable, (ii) the Borrower shall fail to pay any interest on any Loan within three Business Days after the same shall become due and payable, or (iii) any Loan Party shall fail to make any other payment under any Loan Document, in each case under this clause (iii) within ten Business Days after the same shall become due and payable and notice thereof from the Agent shall have been delivered;

(b) Misrepresentation. any representation or warranty made by any Loan Party (or any of its officers) under or in connection with any Loan Document shall prove to have been incorrect in any material respect when made; *provided*, *however*, that if (i) such Loan Party was not aware that such representation or warranty was false or incorrect at the time such representation or warranty was made, (ii) the fact, event or circumstance resulting in such false or incorrect representation or warranty is capable of being cured, corrected or otherwise remedied and (iii) such fact, event or circumstance resulting in such false or incorrect representation or warranty shall have been cured, corrected or otherwise remedied, within 60 days from the date on which the Borrower or any officer thereof first obtains knowledge thereof such that such incorrect or false representation or warranty (as cured, corrected or remedied) could not reasonably be expected to result in a Material Adverse Effect, then such incorrect or false representation or warranty shall not constitute a Default or Event of Default;

(c) Certain Covenants. the Borrower or any other Loan Party (as applicable) shall fail to perform or observe any term, covenant or agreement contained in Section 2.13, 5.01(d), (e), (i), (l) and (p), 5.02, or 5.03(a);

(d) Other Covenants. any Loan Party shall fail to perform or observe any other term, covenant or agreement contained in any Loan Document on its part to be performed or observed if such failure shall remain unremedied for 30 days after the earlier of the date on which (i) any Responsible Officer of a Loan Party becomes aware of such failure or (ii) written notice thereof shall have been given to the Borrower by any Agent or any Lender;

(e) Cross Default. (i) any Loan Party or any of its Subsidiaries shall fail to pay any principal of, premium or interest on or any other amount payable in respect of (A) any Debt of such Loan Party or such Subsidiary (as the case may be) that is outstanding in a principal amount (or, in the case of any Hedge Agreement or Commodity Hedge and Power Sale Agreement, an Agreement Value) of at least $25,000,000 either individually or in the aggregate for all such Loan Parties and Subsidiaries (but excluding Debt outstanding hereunder) or (B) any Energy Management Agreement that has a Liability Amount of at least $25,000,000, in each case, when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt or Energy Management Agreement; or any other event shall occur or condition shall exist under any agreement or instrument relating to any such Debt and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such event or condition is to accelerate, or to permit the acceleration of, the maturity of such Debt or otherwise to cause, or to permit the holder thereof to cause, such Debt to mature; or any such Debt shall be declared to be due and payable or required to be prepaid or redeemed (other than by a regularly scheduled required prepayment or redemption), purchased or defeased, or an offer to prepay, redeem, purchase or defease such Debt shall be required to be made, in each case prior to the stated maturity thereof, (ii) an "Event of Default" under and as defined in the First Lien Credit Agreement or (iii) any "Event of Default" under and as defined in the LC Support Agreement shall occur;

(f) Insolvency Event. any Loan Party or any of its Subsidiaries shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against any Loan Party or any of its Subsidiaries seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it) that is being diligently contested by it in good faith, either such proceeding shall remain undismissed or unstayed for a period of 60 days or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for, it or any substantial part of its property) shall occur; or any Loan Party or any of its Subsidiaries shall take any corporate action to authorize any of the actions set forth above in this subsection (f);

(g) Judgments. any final judgments or orders, either individually or in the aggregate, for the payment of money in excess of (i) $5,000,000, in the case of judgments or orders that are superior in right of payment to any Obligation under this Agreement, or (ii) $25,000,000, in the case of any other judgment or order, in each case, shall be rendered against any Loan Party or any of its Subsidiaries by one or more Governmental Authorities, arbitral tribunals or other bodies having jurisdiction against such Loan Party and either (x) enforcement proceedings shall have been commenced by any creditor upon such judgment or order or (y) there shall be any period of 60 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect or such judgment or order has not been otherwise discharged or satisfied within such 60 day period; and *provided*, *however*, that any such judgment or order shall not give rise to an Event of Default under this Section 6.01(g) if and for so long as (A) the amount of such judgment or order in excess of the thresholds listed above is covered by a valid and binding policy of insurance in favor of such Loan Party or Subsidiary from an insurer that is rated at least "A" "X" by A.M. Best Company, which policy covers full payment thereof and (B) such insurer has been notified, and has not denied the claim made for payment, of the amount of such judgment or order;

(h) Non-Monetary Judgments. any non-monetary judgment or order shall be rendered against any Loan Party or any of its Subsidiaries that could reasonably be expected to have a Material Adverse Effect, and there shall be any period of 60 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect;

(i) Invalidity. any provision of any Loan Document after delivery thereof pursuant to Section 3.01 or Section 5.01(j) shall for any reason (except as a result of acts or omissions of the Second Lien Secured Parties or pursuant to the terms thereof) cease to be valid and binding on or enforceable against any Loan Party to it, or any such Loan Party shall so state in writing;

(j) Collateral. any Second Lien Collateral Document or financing statement after delivery thereof pursuant to Section 3.01 or Section 5.01(j) shall for any reason (other than pursuant to the terms thereof) cease to create a legal, valid, enforceable and perfected second priority (subject to Liens expressly permitted by Section 5.02(a)) Lien on and security interest in the Collateral purported to be covered thereby;

(k) Change of Control. a Change of Control shall occur;

(l) [Reserved];

(m) ERISA Event.

(i) any ERISA Event shall have occurred with respect to a Plan and the sum (determined as of the date of occurrence of such ERISA Event) of the Insufficiency of such Plan and the Insufficiency of any and all other Plans with respect to which an ERISA Event shall have occurred and then exist (or the liability of the Loan Parties and the ERISA Affiliates related to such ERISA Event) exceeds $10,000,000;

(ii) any Loan Party or any ERISA Affiliate shall have been notified by the sponsor of a Multiemployer Plan that it has incurred Withdrawal Liability to such Multiemployer Plan in an amount that, when aggregated with all other amounts required to be paid to Multiemployer Plans by the Loan Parties and the ERISA Affiliates as Withdrawal Liability (determined as of the date of such notification), exceeds $5,000,000 or requires payments exceeding $5,000,000 *per annum*; or

(iii) any Loan Party or any ERISA Affiliate shall have been notified by the sponsor of a Multiemployer Plan that such Multiemployer Plan is in reorganization or is being terminated, within the meaning of Title IV of ERISA, and as a result of such reorganization or termination the aggregate annual contributions of the Loan Parties and the ERISA Affiliates to all Multiemployer Plans that are then in reorganization or being terminated have been or will be increased over the amounts contributed to such Multiemployer Plans for the plan years of such Multiemployer Plans immediately preceding the plan year in which such reorganization or termination occurs by an amount exceeding $10,000,000;

(n) Dissolution. any order, judgment or decree shall be entered against any Loan Party or any of its Subsidiaries decreeing the dissolution or split up of such Loan Party or Subsidiary and such order shall remain undischarged or unstayed for a period in excess of 30 days; or

(o) Material Contracts. (i) any Material Contract shall at any time cease to be valid and binding or in full force and effect (in each case, except in connection with its expiration in accordance with its terms in the ordinary course (and not related to any default thereunder), or (ii) any Loan Party shall default in any material respect in the performance or observance of any covenant or agreement contained in any Material Contract to which it is a party and such default has continued beyond any applicable grace period specified therein, and in the case of (i) or (ii),

such event could reasonably be expected to have a Material Adverse Effect or to have an adverse impact on the value of the Collateral in excess of an amount equal to (A) $50,000,000 *multiplied by* (B) an amount equal to (I) one *minus* (II) an amount equal to (1) the sum of the Floor Amounts for each Project or Project Company that has been transferred pursuant to an Asset Sale, if any (and for the avoidance of doubt, if no Asset Sales have occurred, this sum shall be equal to zero), *divided by* (2) $1,050,000,000, unless within 120 days of such termination or default, the applicable Loan Party replaces such Material Contract with a replacement agreement (x) similar in scope to and on terms not materially less favorable to the relevant Loan Party, the relevant Project and the Lenders than the Material Contract being replaced or (y) in form and substance reasonably satisfactory to the Administrative Agent, and in each case with a counterparty of comparable or better standing in the applicable industry; *provided* that if at any time during such 120 day grace period the Administrative Agent reasonably determines that the applicable Loan Party is not diligently seeking to replace the applicable Material Contract, an Event of Default shall immediately occur; and *provided*, *further*, that to the extent the IDA Lease is terminated, no Default or Event of Default shall occur to the extent that concurrently therewith the Borrower obtains fee title to the Athens Project and grants to the Second Lien Collateral Agent (or the Second Lien Collateral Agent is otherwise granted) a mortgage in respect thereof as set forth in Section 5.01(j) and no Material Adverse Effect results from the termination of the IDA Lease;

then, and in any such event, the Administrative Agent (i) shall at the request, or may with the consent, of the Required Lenders, by notice (which may be delivered concurrently with any EOD Notice) to the Borrower, declare the Commitments of each Lender and the obligation of each Lender to make Loans to be terminated, whereupon the same shall forthwith terminate and (ii) shall at the request, or may with the consent, of the Required Lenders, by notice (which may be delivered concurrently with any EOD Notice) to the Borrower, declare the Loans, all interest thereon and all other amounts payable under this Agreement and the other Loan Documents to be forthwith due and payable, whereupon the Loans, all such interest and all such amounts shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower; *provided*, *however*, that, in the event of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code, (x) the Commitments of each Lender and the obligation of each Lender to make Loans shall automatically be terminated and (y) the Loans, all such interest and all such amounts shall automatically become and be due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by the Borrower. For the avoidance of doubt, payment defaults may be cured within the applicable cure period, if any, by equity contributions from one or more members of the Borrower without limitation as to the number of such cures.

ARTICLE VII

THE AGENTS

SECTION 7.01. Authorization and Action. (a) Each Lender (in its capacity as a Lender) hereby appoints and authorizes the Administrative Agent to take such action as agent on

its behalf and to exercise such powers and discretion under this Agreement and the other Loan Documents as are delegated to the Administrative Agent by the terms hereof and thereof, together with such powers and discretion as are reasonably incidental thereto. As to any matters not expressly provided for by the Loan Documents (including, without limitation, enforcement of the Obligations or collection of the Obligations owing under the Loan Documents), the Administrative Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required Lenders, and such instructions shall be binding upon all Lenders and all holders of Notes; *provided*, *however*, that the Administrative Agent shall not be required to take any action that exposes the Administrative Agent to personal liability or that is contrary to this Agreement or applicable law. Without limiting the generality of the foregoing, each Lender hereby authorizes and instructs the Administrative Agent to enter into the documents to be entered into by the Administrative Agent expressly mentioned in Section 3.01.

(b) The Administrative Agent may execute any of its duties under this Agreement or any other Loan Document (including for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Second Lien Collateral Documents or of exercising any rights and remedies thereunder at the direction of the Second Lien Collateral Agent) by or through agents, employees or attorneys-in-fact and shall be entitled to advice of counsel and other consultants or experts concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agent, employee or attorney-in-fact that it selects in accordance with the foregoing provisions of this Section 7.01(b) in the absence of the Administrative Agent's gross negligence or willful misconduct.

SECTION 7.02. Administrative Agent's Reliance, Etc. Neither the Administrative Agent nor any of its directors, officers, agents or employees shall be liable for any action taken or omitted to be taken by it or them under or in connection with the Loan Documents, except for its or their own gross negligence or willful misconduct. Without limitation of the generality of the foregoing, the Administrative Agent: (a) may consult with legal counsel (including counsel for any Loan Party), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts; (b) makes no warranty or representation to any Lender and shall not be responsible to any Lender for any statements, warranties or representations (whether written or oral) made in or in connection with the Loan Documents; (c) shall not have any duty to ascertain or to inquire as to the performance, observance or satisfaction of any of the terms, covenants or conditions of any Loan Document on the part of any Loan Party or the existence at any time of any Default under the Loan Documents or to inspect the property (including the books and records) of any Loan Party; (d) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, any Loan Document or any other instrument or document furnished pursuant thereto; and (e) shall incur no liability under or in respect of any Loan Document by acting upon any notice, consent, certificate or other instrument or writing

(which may be by telegram, telecopy or electronic communication) believed by it to be genuine and signed or sent by the proper party or parties.

SECTION 7.03. Agents and Affiliates. With respect to its Commitments, the Loans made by it and any Notes issued to it, each Agent and its Affiliates shall have the same rights and powers under the Loan Documents as any other Lender and may exercise the same as though each were not an Agent or an Affiliate of an Agent; and the term "*Lender*" or "*Lenders*" shall, unless otherwise expressly indicated, include each Agent and its Affiliates in their respective individual capacities. Each Agent and its Affiliates may accept deposits from, lend money to, act as trustee under indentures of, accept investment banking engagements from and generally engage in any kind of business with, any Loan Party, any of its Subsidiaries and any Person that may do business with or own securities of any Loan Party or any such Subsidiary, all as if such Agent was not an Agent and without any duty to account therefor to the Lenders. No Agent shall have any duty to disclose any information obtained or received by it or any of its Affiliates relating to any Loan Party or any of its Subsidiaries to the extent such information was obtained or received in any capacity other than as such Agent.

SECTION 7.04. Lender Credit Decision. Each Lender acknowledges that it has, independently and without reliance upon any Agent or any other Lender and based on the financial statements referred to in Section 3.01 and such other documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon any Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement.

SECTION 7.05. Indemnification. (a) Each Lender severally agrees to indemnify each Agent (to the extent not promptly reimbursed by the Borrower and without limiting its obligation to do so) from and against such Lender's ratable share (determined as provided below) of any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against such Agent in any way relating to or arising out of the Loan Documents or any action taken or omitted by such Agent under the Loan Documents (collectively, the "***Indemnified Costs***"); *provided*, *however*, that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent's gross negligence or willful misconduct as found in a final, non-appealable judgment by a court of competent jurisdiction. Without limitation of the foregoing, each Lender agrees to reimburse each Agent promptly upon demand for its ratable share of any costs and expenses (including, without limitation, reasonable fees and expenses of counsel) payable by the Borrower under Section 9.04, to the extent that such Agent is not promptly reimbursed for such costs and expenses by the Borrower. In the case of any investigation, litigation or proceeding giving rise to any Indemnified Costs, this Section 7.05 applies whether any such investigation, litigation or proceeding is brought by any Lender or any other Person. Each Agent is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and otherwise apply any and all amounts it receives pursuant

to the Loan Documents to or for the credit or the account of any Lender against any and all obligations of such Lender to such Agent now or hereafter existing under this Section 7.05; *provided* that the foregoing sentence shall only apply if such Lender fails to promptly pay such obligation following such Agent's written request for payment; *provided further* that any obligation a Lender fails to promptly pay following the Agent's written request for payment shall bear interest at the same rate as Default Interest and the Agent is authorized to set off against any such accrued interest in the manner described above.

(b) For purposes of Section 7.05(a), (i) each Lender's ratable share of any amount shall be determined, at any time, according to the sum of (A) the aggregate principal amount of the Loans outstanding at such time and owing to such Lender and (B) in the case of any Lender, such Lender's Unused Commitments at such time; and (ii) each Lender's ratable share of any amount shall be determined, at any time, according to the sum of (A) the aggregate principal amount of the Loans outstanding at such time and owing to such Lender and (B) such Lender's Unused Commitments at such time. The failure of any Lender to reimburse any Agent promptly upon demand for its ratable share of any amount required to be paid by the Lenders to such Agent as provided herein shall not relieve any other Lender of its obligation hereunder to reimburse such Agent for its ratable share of such amount, but no Lender shall be responsible for the failure of any other Lender to reimburse such Agent for such other Lender's ratable share of such amount. Without prejudice to the survival of any other agreement of any Lender hereunder, the agreement and obligations of each Lender contained in this Section 7.05 shall survive the payment in full of principal, interest and all other amounts payable hereunder and under the other Loan Documents.

SECTION 7.06. Successor Administrative Agent. The Administrative Agent may resign as to the Facility at any time by giving 15 days' written notice thereof to the Lenders and the Borrower and may be removed at any time with or without cause by the Required Lenders. Upon any such resignation or removal, the Required Lenders shall have the right, with (so long as no Event of Default has occurred and is continuing) the consent of the Borrower (not to be unreasonably withheld or delayed), to appoint a successor Administrative Agent as to the Facility. If no successor Administrative Agent shall have been so appointed by the Required Lenders, and shall have accepted such appointment, within 30 days after the retiring Administrative Agent's giving of notice of resignation or the Required Lenders' removal of the retiring Administrative Agent, then the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent, which shall be a commercial bank organized under the laws of the United States or of any State thereof and having a combined capital and surplus of at least $500,000,000. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall succeed to and become vested with all the rights, powers, discretion, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations under the Loan Documents. If within 45 days after written notice is given of the retiring Administrative Agent's resignation or removal under this Section 7.06 no successor Administrative Agent shall have been appointed and shall have accepted such appointment, then on such 45th day (a) the retiring Administrative Agent's resignation or removal shall become effective, (b) the retiring Administrative Agent shall thereupon be

discharged from its duties and obligations under the Loan Documents and (c) the Required Lenders shall thereafter perform all duties of the retiring Administrative Agent under the Loan Documents until such time, if any, as the Required Lenders appoint a successor Agent as provided above. After any retiring Administrative Agent's resignation or removal hereunder as Administrative Agent as to the Facility shall have become effective, the provisions of this Article VII shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent as to the Facility under this Agreement.

SECTION 7.07. Second Lien Collateral Agent. Each of the Administrative Agent and the Lenders hereby designates and appoints Talen Investment Corporation as Second Lien Collateral Agent under this Agreement and the other Loan Documents and authorizes Talen Investment Corporation, in the capacity of Second Lien Collateral Agent, to (A) execute, deliver and perform the obligations, if any, of the Second Lien Collateral Agent, as applicable under this Agreement and each other Loan Document and (B) take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Second Lien Collateral Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto; *provided*, *however*, that the Second Lien Collateral Agent shall not be required to take any action that exposes the Second Lien Collateral Agent to personal liability or that is contrary to this Agreement or applicable law. Without limiting the generality of the foregoing, each of the Administrative Agent and the Lenders hereby authorizes and instructs Talen Investment Corporation, in the capacity of Second Lien Collateral Agent, to execute and deliver the documents to be entered into by the Second Lien Collateral Agent expressly mentioned in Section 3.01, and, without limiting any of the provisions of this Agreement, Talen Investment Corporation, in the capacity of Second Lien Collateral Agent, shall continue to be bound by and entitled to all the benefits and protections afforded to the Second Lien Collateral Agent under the Intercreditor Agreement, including Section 7 of the Intercreditor Agreement, as if fully set forth herein.

ARTICLE VIII

GUARANTY

SECTION 8.01. Guaranty; Limitation of Liability. (a) Subject in the case of Athens to the Athens Cap Amount, each Guarantor, jointly and severally, hereby absolutely, unconditionally and irrevocably guarantees the punctual payment when due, whether at scheduled maturity or on any date of a required prepayment or by acceleration, demand or otherwise, of all Obligations of each other Loan Party now or hereafter existing under or in respect of the Loan Documents (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of the foregoing Obligations), whether direct or indirect, absolute or contingent, and whether for principal, interest, premiums, fees, indemnities, contract causes of action, costs, expenses or otherwise (such Obligations being the "***Guaranteed Obligations***"), and agrees to pay any and all expenses (including, without limitation, reasonable fees and expenses of counsel) incurred by the Administrative Agent or any other Lender in enforcing any rights under this Guaranty or any other Loan Document. Without

limiting the generality of the foregoing, subject in the case of Athens to the Athens Cap Amount, each Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by any other Loan Party to any Lender under or in respect of the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving such other Loan Party.

(b) Each Guarantor, and by its acceptance of this Guaranty, the Administrative Agent and each other Lender, hereby confirms that it is the intention of all such Persons that this Guaranty and the obligations of each Guarantor hereunder not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state law to the extent applicable to this Guaranty and the obligations of each Guarantor hereunder. To effectuate the foregoing intention, the Administrative Agent, the other Lenders and the Guarantors hereby irrevocably agree that the obligations of each Guarantor under this Guaranty at any time shall be limited to the maximum amount as will result in the obligations of such Guarantor under this Guaranty not constituting a fraudulent transfer or conveyance.

(c) Subject in the case of Athens to the Athens Cap Amount, each Guarantor hereby unconditionally and irrevocably agrees that in the event any payment shall be required to be made to any Lender under this Guaranty or any other guaranty, such Guarantor will contribute, to the maximum extent permitted by law, such amounts to each other Guarantor and each other guarantor so as to maximize the aggregate amount paid to the Lenders under or in respect of the Loan Documents.

SECTION 8.02. Guaranty Absolute. Subject in the case of Athens to the Athens Cap Amount, each Guarantor guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of any Lender with respect thereto. The obligations of each Guarantor under or in respect of this Guaranty are independent of the Guaranteed Obligations or any other Obligations of any other Loan Party under or in respect of the Loan Documents, and a separate action or actions may be brought and prosecuted against each Guarantor to enforce this Guaranty, irrespective of whether any action is brought against the Borrower or any other Loan Party or whether the Borrower or any other Loan Party is joined in any such action or actions. The liability of each Guarantor under this Guaranty shall be irrevocable, absolute and unconditional irrespective of, and each Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to, any or all of the following:

(a) any lack of validity or enforceability of any Loan Document or any agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations or any other Obligations of any other Loan Party under or in respect of the Loan Documents, or any other amendment or waiver of or any consent to departure from any Loan Document, including, without limitation, any increase in the

Guaranteed Obligations resulting from the extension of additional credit to any Loan Party or any of its Subsidiaries or otherwise;

(c) any taking, exchange, release or non-perfection of any Collateral or any other collateral, or any taking, release or amendment or waiver of, or consent to departure from, any other guaranty, for all or any of the Guaranteed Obligations;

(d) any manner of application of Collateral or any other collateral, or proceeds thereof, to all or any of the Guaranteed Obligations, or any manner of sale or other disposition of any Collateral or any other collateral for all or any of the Guaranteed Obligations or any other Obligations of any Loan Party under the Loan Documents or any other assets of any Loan Party or any of its Subsidiaries;

(e) any change, restructuring or termination of the corporate structure or existence of any Loan Party or any of its Subsidiaries;

(f) any failure of any Lender to disclose to any Loan Party any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Loan Party now or hereafter known to such Lender (each Guarantor waiving any duty on the part of the Lenders to disclose such information);

(g) the failure of any other Person to execute or deliver this Agreement or any other guaranty or agreement or the release or reduction of liability of any Guarantor or other guarantor or surety with respect to the Guaranteed Obligations; or

(h) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by any Lender that might otherwise constitute a defense available to, or a discharge of, any Loan Party or any other guarantor or surety.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by any Lender or any other Person upon the insolvency, bankruptcy or reorganization of the Borrower or any other Loan Party or otherwise, all as though such payment had not been made.

SECTION 8.03. Waivers and Acknowledgments. (a) Each Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of nonperformance, default, acceleration, protest or dishonor and any other notice with respect to any of the Guaranteed Obligations and this Guaranty and any requirement that any Lender protect, secure, perfect or insure any Lien or any property subject thereto or exhaust any right or take any action against any Loan Party or any other Person or any Collateral.

(b) Each Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

(c) Each Guarantor hereby unconditionally and irrevocably waives (i) any defense arising by reason of any claim or defense based upon an election of remedies by any Lender that in any manner impairs, reduces, releases or otherwise adversely affects the subrogation, reimbursement, exoneration, contribution or indemnification rights of such Guarantor or other rights of such Guarantor to proceed against any of the other Loan Parties, any other guarantor or any other Person or any Collateral and (ii) any defense based on any right of set-off or counterclaim against or in respect of the obligations of such Guarantor hereunder.

(d) Each Guarantor acknowledges that the Second Lien Collateral Agent may, without notice to or demand upon such Guarantor and without affecting the liability of such Guarantor under this Guaranty, foreclose under any mortgage by nonjudicial sale, and each Guarantor hereby waives any defense to the recovery by the Second Lien Collateral Agent and the other Second Lien Secured Parties against such Guarantor of any deficiency after such nonjudicial sale and any defense or benefits that may be afforded by applicable law.

(e) Each Guarantor hereby unconditionally and irrevocably waives any duty on the part of any Lender to disclose to such Guarantor any matter, fact or thing relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Loan Party or any of its Subsidiaries now or hereafter known by such Lender.

(f) Each Guarantor acknowledges that it will receive substantial direct and indirect benefits from the financing arrangements contemplated by the Loan Documents and that the waivers set forth in Section 8.02 and this Section 8.03 are knowingly made in contemplation of such benefits.

SECTION 8.04. Subrogation. Each Guarantor hereby unconditionally and irrevocably agrees not to exercise any rights that it may now have or hereafter acquire against the Borrower or any other Loan Party that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under or in respect of this Guaranty or any other Loan Document, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of any Lender against the Borrower, any other Loan Party or any Collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from the Borrower or any other Loan Party directly or indirectly, in Cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right, unless and until all of the Guaranteed Obligations and all other amounts payable under this Guaranty shall have been paid in full in Cash, and the Commitments shall have expired or been terminated. If any amount shall be paid to any Guarantor in violation of the immediately preceding sentence at any time prior to the latest of (a) the payment in full in Cash of the Guaranteed Obligations and all other amounts payable under this Guaranty, and (b) the Maturity Date, such amount shall be received and held in trust for the benefit of the Lenders, shall be segregated from other property and funds of such Guarantor and shall forthwith be paid or delivered to the Administrative Agent in the same form as so received (with any necessary endorsement or assignment) to be credited and applied to the Guaranteed Obligations and all other amounts payable under this Guaranty, whether matured or

unmatured, in accordance with the terms of the Loan Documents, or to be held as Collateral for any Guaranteed Obligations or other amounts payable under this Guaranty thereafter arising. If (i) any Guarantor shall make payment to any Lender of all or any part of the Guaranteed Obligations, (ii) all of the Guaranteed Obligations and all other amounts payable under this Guaranty shall have been paid in full in Cash, and (iii) the Maturity Date shall have occurred, the Lenders will, at such Guarantor's request and expense, execute and deliver to such Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to such Guarantor of an interest in the Guaranteed Obligations resulting from such payment made by such Guarantor pursuant to this Guaranty.

SECTION 8.05. Subordination. Each Guarantor hereby subordinates any and all debts, liabilities and other obligations owed to such Guarantor by each other Loan Party (the "***Subordinated Obligations***") to the Guaranteed Obligations to the extent and in the manner hereinafter set forth in this Section 8.05:

(a) Prohibited Payments, Etc. Except during the continuance of any Event of Default, each Guarantor may receive regularly scheduled payments from any other Loan Party on account of the Subordinated Obligations in compliance with the Security Deposit Agreement. After the occurrence and during the continuance of any Event of Default, however, unless the Required Lenders otherwise agree, no Guarantor shall demand, accept or take any action to collect any payment on account of the Subordinated Obligations other than to the extent payment of such Subordinated Obligations is permitted under the terms of the Security Deposit Agreement and the other Loan Documents.

(b) Prior Payment of Guaranteed Obligations. In any proceeding under any Bankruptcy Law relating to any other Loan Party, each Guarantor agrees that the Lenders shall be entitled to receive payment in full in Cash of all Guaranteed Obligations (including all interest and expenses accruing after the commencement of a proceeding under any Bankruptcy Law, whether or not constituting an allowed claim in such proceeding ("***Post-Petition Interest***")) before such Guarantor receives payment of any Subordinated Obligations.

(c) Turn-Over. After the occurrence and during the continuance of any Default, each Guarantor shall, if the Administrative Agent so requests, collect, enforce and receive payments on account of the Subordinated Obligations as trustee for the Lenders and deliver such payments to the Administrative Agent on account of the Guaranteed Obligations (including all Post-Petition Interest), together with any necessary endorsements or other instruments of transfer, but without reducing or affecting in any manner the liability of such Guarantor under the other provisions of this Guaranty.

(d) Administrative Agent Authorization. After the occurrence and during the continuance of any Default, the Administrative Agent is authorized and empowered (but without any obligation to so do), in its discretion, (i) in the name of each Guarantor, to collect and enforce, and to submit claims in respect of, the Subordinated Obligations and to apply any amounts received thereon to the Guaranteed Obligations (including any and all Post-Petition Interest), and (ii) to require each Guarantor (A) to collect and enforce, and to submit claims in respect of, the Subordinated Obligations and (B) to pay any amounts received on such

obligations to the Administrative Agent for application to the Guaranteed Obligations (including any and all Post-Petition Interest).

SECTION 8.06. Continuing Guaranty; Assignments. This Guaranty is a continuing guaranty and shall (a) remain in full force and effect until a Repayment Event has occurred, (b) be binding upon each Guarantor, its successors and assigns and (c) inure to the benefit of and be enforceable by the Lenders and their successors, transferees and assigns. Without limiting the generality of clause (c) of the immediately preceding sentence, any Lender may assign or otherwise transfer all or any portion of its rights and obligations under this Agreement (including, without limitation, all or any portion of its Commitments, the Loans owing to it and any Note or Notes held by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, in each case as and to the extent provided in Section 9.07. No Guarantor shall have the right to assign its rights hereunder or any interest herein without the prior written consent of the Required Lenders, which consent may be granted or withheld in the Required Lenders' sole and absolute discretion.

SECTION 8.07. LC Provider a Beneficiary. Each Guarantor expressly acknowledges and agrees that Talen is a beneficiary of the Guaranty and that all obligations under the LC Support Agreement constitute Guaranteed Obligations.

SECTION 8.08. Eligible Contract Participant.

(a) Each Guarantor (other than MACH Gen GP, LLC) represents and warrants on the date hereof that, to the extent any Guaranteed Obligations include Swap Obligations on the date hereof, it is an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations issued thereunder.

(b) Each Guarantor (other than MACH Gen GP, LLC) agrees that at such time as the Guaranteed Obligations of such Guarantor includes Swap Obligations, and at such other times as are required for purposes of the Commodity Exchange Act and the regulations thereunder, such Guarantor shall constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder.

SECTION 8.09. Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by any other Guarantor to honor all of such Guarantor's Swap Obligations to the extent included in such Guarantor's Guaranteed Obligations under this Article VIII (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 8.09 for the maximum amount of such liability that can be hereby incurred without rendering its obligation under this Section 8.09, or otherwise under this Article VIII, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section 8.09 shall remain in full force and effect until the date on which all the Guaranteed Obligations pursuant to and in accordance with this Article VIII are irrevocably and unconditionally discharged in full (but solely to the extent such Guaranteed Obligations include Swap Obligations). Each Qualified ECP Guarantor intends that this Section 8.09 constitute, and

this Section 8.09 shall be deemed to constitute, a keepwell, support, or other agreement for the benefit of each Guarantor for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

SECTION 8.10. Excluded Swap Obligations. In no event shall the Guaranty or any guarantee of any Guarantor in respect of any Swap Obligation under any Hedge Agreements and Commodity Hedge and Power Sale Agreements include, or be deemed to include, a guarantee of any Excluded Swap Obligations.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. Amendments, Etc. (a) Subject to Section 5.4(c) of the Intercreditor Agreement and clause (b) below, no amendment or waiver of any provision of this Agreement, the Notes or any other Loan Document (including the Intercreditor Agreement and the Security Deposit Agreement), nor consent to any departure by any Loan Party therefrom, shall in any event be effective unless the same shall be in writing and signed by the Required Lenders (or the Administrative Agent on their behalf) and, in the case of an amendment, the Borrower on behalf of the Loan Parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; *provided*, *however*, that (i) no amendment, waiver or consent shall, unless in writing and signed by each Lender, do any of the following at any time:

(A) waive any of the conditions specified in Section 3.01 or, in the case of the initial Borrowing hereunder, Section 3.02;

(B) change (1) the definition of "*Required Lenders*" or (2) the number of Lenders or the percentage of (x) the Commitments, or (y) the aggregate unpaid principal amount of the Loans that, in each case, shall be required for the Lenders or any of them to take any action hereunder or under any other Loan Document;

(C) change any other definition in the Intercreditor Agreement or the Security Deposit Agreement in any manner adverse to the Lenders;

(D) other than as expressly contemplated by Section 5.1 of the Intercreditor Agreement, release one or more Guarantors (or otherwise limit such Guarantors' liability with respect to the Obligations owing to the Agents and the Lenders under the Guaranty) if such release or limitation is in respect of a material portion of the value of the Guaranty to the Lenders;

(E) other than as expressly contemplated by Section 5.1 of the Intercreditor Agreement, release any material portion of the Collateral in any transaction or series of related transactions;

(F) subordinate the Liens of the Lenders; or

(G) amend this Section 9.01,

and (ii) no amendment, waiver or consent shall, unless in writing and signed by the Required Lenders and each Lender specified below for such amendment, waiver or consent:

(A) increase the Commitments of a Lender without the consent of such Lender;

(B) reduce or forgive the principal of, or stated rate of interest on, the Loans owed to a Lender or any fees or other amounts stated to be payable hereunder or under the other Loan Documents to such Lender without the consent of such Lender;

(C) postpone any date scheduled for any payment of principal of, or interest on, the Loans pursuant to Section 2.03 or 2.06, any or any date fixed for any payment of fees hereunder, in each case, payable to a Lender without the consent of such Lender;

(D) impose any restrictions on the rights of such Lender under Section 9.07 without the consent of such Lender;

(E) [Reserved];

(F) increase the maximum duration of any Eurodollar Rate Period;

(G) change the order of application of proceeds of Collateral and other payments set forth in Section 4.1 of the Intercreditor Agreement or Article III of the Security Deposit Agreement in a manner that materially adversely affects any Lender without the consent of such Lender;

(H) otherwise amend or modify any of the Intercreditor Agreement or any Second Lien Collateral Document in a manner which disproportionately affects any Lender vis-à-vis any other Secured Party without the written consent of such Lender; or

(I) amend or modify the provisions of Section 2.10(a)(i), Section 2.10(f) and Section 2.12(including the definition of "Pro Rata Share") in a manner that adversely affects any Lender without the consent of such Lender;

provided further that no amendment, waiver or consent shall, unless in writing and signed by an Agent in addition to the Lenders required above to take such action, affect the rights or duties of such Agent under this Agreement or the other Loan Documents.

(b) Notwithstanding the other provisions of this Section 9.01, the Borrower, the Guarantors, the Second Lien Collateral Agent and the Administrative Agent may (but shall have no obligation to) amend or supplement the Loan Documents without the consent of any Lender: (i) to cure any ambiguity, defect or inconsistency; (ii) to make any change that would provide any additional rights or benefits to the Lenders or (iii) to make, complete or confirm any grant of Collateral permitted or required by this Agreement or any of the Second Lien Collateral

Documents or any release of any Collateral that is otherwise permitted under the terms of this Agreement and the Second Lien Collateral Documents.

SECTION 9.02. Notices, Etc. (a) All notices and other communications provided for hereunder shall be either (x) in writing (including telegraphic, telecopy or electronic communication) and mailed, telegraphed, telecopied or delivered or (y) as and to the extent set forth in Section 9.02(b) and in the proviso to this Section 9.02(a), in an electronic medium and delivered as set forth in Section 9.02(b), (i) if to any Loan Party, to the Borrower at its address at New MACH Gen, LLC, 1780 Hughes Landing, Suite 800, The Woodlands, TX 77380, Attention: Dale Lebsack, E-mail Address: dale.lebsack@talenenergy.com (with a copy sent to New MACH Gen, LLC, 1780 Hughes Landing, Suite 800, The Woodlands, TX 77380, Attention: John Chesser, E-mail Address: john.chesser@talenenergy.com); (ii) if to any Lender identified on Schedule I hereto, at its Lending Office specified opposite its name on Schedule I hereto; (iii) if to the Initial Lender, at its Lending Office specified in Schedule I attached hereto; (iv) if to any other Lender, at its Lending Office specified in the Assignment and Acceptance pursuant to which it became a Lender; (v) if to the Second Lien Collateral Agent or Administrative Agent, at its address at Talen Investment Corporation, 3993 Howard Hughes Parkway, Suite 250, Las Vegas, NV 89169-6754 Attention: Mindy Walser, Fax: 702-866-2244, E-mail Address: mwalser@wilmingtontrust.com (with a copy sent to Talen Energy Supply, LLC, 1780 Hughes Landing, Suite 800, The Woodlands, TX 77380, Attention: General Counsel, E-mail Address: legalservices@talenenergy.com); or, as to the Borrower or the Administrative Agent, at such other address as shall be designated by such party in a written notice to the other parties and, as to each other party, at such other address as shall be designated by such party in a written notice to the Borrower and the Administrative Agent; *provided*, *however*, that materials and information described in Section 9.02(b) shall be delivered to the Administrative Agent in accordance with the provisions thereof or as otherwise specified to the Borrower by the Administrative Agent. All such notices and other communications shall, when mailed, telegraphed, telecopied, or e-mailed, be effective when deposited in the mails, delivered to the telegraph company, transmitted by telecopier or sent by electronic communication, respectively, except that notices and communications to any Agent pursuant to Article II, Article III or Article VII shall not be effective until received by such Agent. Delivery by telecopier of an executed counterpart of a signature page to any amendment or waiver of any provision of this Agreement or the Notes shall be effective as delivery of an original executed counterpart thereof.

(b) The Borrower hereby agrees that it will provide to the Administrative Agent all information, documents and other materials that it is obligated to furnish to the Administrative Agent pursuant to the Loan Documents, including, without limitation, all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication that (i) relates to a request for a new Borrowing (including any election of an interest rate or interest period relating thereto), (ii) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, (iii) provides notice of any Default or Event of Default under this Agreement or (iv) is required to be delivered to satisfy any condition precedent to the effectiveness of this Agreement and/or any Borrowing or other extension of credit thereunder (all such non-excluded communications being referred to herein collectively as "***Communications***"),

by transmitting the Communications in an electronic/soft medium in a format acceptable to the Administrative Agent to an electronic mail address specified by the Administrative Agent to the Borrower. In addition, the Borrower agrees to continue to provide the Communications to the Administrative Agent in the manner specified in the Loan Documents but only to the extent requested by the Administrative Agent. The Borrower further agrees that the Administrative Agent may make the Communications available to the Lenders by posting the Communications on IntraLinks or a substantially similar electronic transmission system (the "***Platform***").

(c) THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE". THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS, OR THE ADEQUACY OF THE PLATFORM AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE AGENT PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE PLATFORM. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT OR ANY OF ITS AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ADVISORS OR REPRESENTATIVES (COLLECTIVELY, "***AGENT PARTIES***") HAVE ANY LIABILITY TO THE BORROWER, ANY LENDER OR ANY OTHER PERSON OR ENTITY FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF THE BORROWER'S OR THE ADMINISTRATIVE AGENT'S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET, EXCEPT TO THE EXTENT THE LIABILITY OF ANY AGENT PARTY IS FOUND IN A FINAL NON-APPEALABLE JUDGMENT BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED PRIMARILY FROM SUCH AGENT PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(d) The Administrative Agent agrees that the receipt of the Communications by the Administrative Agent at its e-mail address set forth above shall constitute effective delivery of the Communications to the Administrative Agent for purposes of the Loan Documents. Each Lender agrees (i) that notice to it (as provided in the next sentence) specifying that the Communications have been posted to the Platform shall constitute effective delivery of the Communications to such Lender for purposes of the Loan Documents. Each Lender agrees to notify the Administrative Agent in writing (including by electronic communication) from time to time of such Lender's e-mail address to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such e-mail address. Nothing herein shall prejudice the right of the Administrative Agent or any Lender to give any notice or other communication pursuant to any Loan Document in any other manner specified in such Loan Document.

SECTION 9.03. No Waiver; Remedies. No failure on the part of any Lender or any Agent to exercise, and no delay in exercising, any right hereunder or under any Note or any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 9.04. Costs and Expenses. (a)The Borrower agrees to pay on demand (i) all costs and expenses of each Agent in connection with the preparation, execution, delivery, administration, modification and amendment of, or any consent or waiver under, the Loan Documents (including, without limitation, (A) all due diligence, collateral review, syndication, transportation, computer, duplication, appraisal, audit, insurance, consultant, search, filing and recording fees and expenses and (B) the reasonable fees and expenses of counsel for each Agent with respect thereto, with respect to advising such Agent as to its rights and responsibilities, or the perfection, protection or preservation of rights or interests, under the Loan Documents, with respect to negotiations with any Loan Party or with other creditors of any Loan Party or any of its Subsidiaries arising out of any Default or any events or circumstances that may give rise to a Default and with respect to presenting claims in or otherwise participating in or monitoring any bankruptcy, insolvency or other similar proceeding involving creditors' rights generally and any proceeding ancillary thereto) and (ii) all costs and expenses of each Agent and each Lender in connection with the enforcement of the Loan Documents, whether in any action, suit or litigation, or any bankruptcy, insolvency or other similar proceeding affecting creditors' rights generally (including, without limitation, the reasonable fees and expenses of counsel for the Administrative Agent and each Lender with respect thereto).

(b) The Borrower agrees to indemnify, defend and save and hold harmless each Agent, each Lender, each of their Affiliates and the respective officers, directors, employees, trustees, agents and advisors of each of the foregoing (each, an "***Indemnified Party***") from and against, and shall pay on demand, any and all claims, damages, losses, liabilities and expenses (including, without limitation, reasonable fees and expenses of counsel) that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any investigation, litigation or proceeding or preparation of a defense in connection therewith) (i) the Facility, the actual or proposed use of the proceeds of the Loans, the Loan Documents or any of the transactions contemplated thereby or (ii) the actual or alleged presence of Hazardous Materials on any property of any Loan Party or any of its Subsidiaries or any Environmental Action relating in any way to any Loan Party or any of its Subsidiaries, except to the extent such claim, damage, loss, liability or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or willful misconduct. In the case of an investigation, litigation or other proceeding to which the indemnity in this Section 9.04(b) applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by any Loan Party, its directors, shareholders or creditors, any Indemnified Party or any other Person, whether or not any Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated thereby are consummated. The Borrower also agrees not to assert any claim against any Agent, any Lender or any of their Affiliates, or any of their respective officers, directors, employees, trustees, agents

and advisors, on any theory of liability, for special, indirect, consequential or punitive damages arising out of or otherwise relating to the Facility, the actual or proposed use of the proceeds of the Loans, the Loan Documents or any of the transactions contemplated by the Loan Documents.

(c) If (i) any payment of principal of any Loan is made by the Borrower to or for the account of a Lender other than on the last day of the Interest Period for such Loan as a result of (A) acceleration of the maturity of the Loans pursuant to Section 6.01 or (B) a mandatory prepayment of the Loans pursuant to Section 2.05(b), or (ii) the Borrower fails to make any payment or prepayment of a Loan after the Borrower had delivered a notice of prepayment, whether, in the case of this clause (ii), pursuant to Section 2.03 or 6.01 or otherwise, the Borrower shall, upon demand by such Lender (with a copy of such demand to the Administrative Agent), pay to the Administrative Agent for the account of such Lender any amounts required to compensate such Lender for any additional losses, costs or expenses that it may reasonably incur as a result of such payment or such failure to pay or prepay, as the case may be, including, without limitation, any loss (excluding loss of anticipated profits), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by any Lender to fund or maintain such Loan.

(d) If any Loan Party fails to pay when due any costs, expenses or other amounts payable by it under any Loan Document, including, without limitation, fees and expenses of counsel and indemnities, such amount may be paid on behalf of such Loan Party by the Administrative Agent or any Lender, in its sole discretion.

(e) Without prejudice to the survival of any other agreement of any Loan Party hereunder or under any other Loan Document, the agreements and obligations of the Borrower contained in Sections 2.09 and 2.11 and this Section 9.04 shall survive the payment in full of principal, interest and all other amounts payable hereunder and under any of the other Loan Documents.

SECTION 9.05. Right of Set-off. Upon (a) the occurrence and during the continuance of any Event of Default and (b) the making of the request or the granting of the consent specified by Section 6.01 to authorize the Administrative Agent to declare the Loans due and payable pursuant to the provisions of Section 6.01, each Agent and each Lender and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and otherwise apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Agent, such Lender or such Affiliate to or for the credit or the account of the Borrower against any and all of the Obligations of the Borrower now or hereafter existing under the Loan Documents, irrespective of whether such Agent or such Lender shall have made any demand under this Agreement and although such Obligations may be unmatured. Each Agent and each Lender agrees promptly to notify the Borrower after any such set-off and application; *provided*, *however*, that the failure to give such notice shall not affect the validity of such set-off and application. The rights of each Agent and each Lender and their respective Affiliates under this Section are in addition to other rights and remedies (including, without limitation, other rights of set-off) that such Agent, such Lender and their respective Affiliates may have.

SECTION 9.06. Binding Effect. This Agreement shall become effective when it shall have been executed by the Borrower and each Agent and the Administrative Agent shall have been notified by each initial Lender that such initial Lender has executed it and thereafter shall be binding upon and inure to the benefit of the Borrower, each Agent and each Lender and their respective successors and assigns, except that the Borrower shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of each Lender. This Agreement is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto.

SECTION 9.07. Assignments and Participations. (a) Each Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitment or Commitments, the Loans owing to it, and the Note or Notes held by it); *provided*, *however*, that (i) each such assignment shall be of a uniform, and not a varying, percentage of all rights and obligations under and in respect of the Facility, (ii) except in the case of an assignment to a Person that, immediately prior to such assignment, was a Lender, an Affiliate of any Lender or an Approved Fund of any Lender or an assignment of all of a Lender's rights and obligations under this Agreement, the aggregate amount of the Commitments being assigned to such Eligible Assignee pursuant to such assignment (determined as of the date of the Assignment and Acceptance with respect to such assignment) shall in no event be less than $2,000,000 (or such lesser amount as shall be approved by the Administrative Agent and, so long as no Default shall have occurred and be continuing at the time of effectiveness of such assignment, the Borrower), (iii) each such assignment shall be to an Eligible Assignee, (iv) no such assignments shall be permitted without the written consent of the Administrative Agent, which consent shall not be unreasonably withheld and (v) the parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance and recording in the Register, an Assignment and Acceptance, together with any Note or Notes (if any) subject to such assignment.

(b) [Reserved].

(c) [Reserved].

(d) Upon such execution, delivery, acceptance and recording, from and after the effective date specified in such Assignment and Acceptance, (i) the assignee thereunder shall be a party hereto and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment and Acceptance, have the rights and obligations of a Lender hereunder and (ii) the Lender assignor thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights (other than its rights under Sections 2.09, 2.11 and 9.04 to the extent any claim thereunder relates to an event arising prior to such assignment) and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto).

(e) By executing and delivering an Assignment and Acceptance, each Lender assignor thereunder and each assignee thereunder confirm to and agree with each other and the other parties thereto and hereto as follows: (i) other than as provided in such Assignment and Acceptance, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with any Loan Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, any Loan Document or any other instrument or document furnished pursuant thereto; (ii) such assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under any Loan Document or any other instrument or document furnished pursuant thereto; (iii) such assignee confirms that it has received a copy of this Agreement, together with copies of the financial statements referred to in Section 4.01 and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iv) such assignee will, independently and without reliance upon any Agent, such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (v) such assignee confirms that it is an Eligible Assignee; (vi) such assignee appoints and authorizes each Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Loan Documents as are delegated to such Agent by the terms hereof and thereof, together with such powers and discretion as are reasonably incidental thereto; and (vii) such assignee agrees that it will perform in accordance with their terms all of the obligations that by the terms of this Agreement are required to be performed by it as a Lender.

(f) The Administrative Agent, acting for this purpose (but only for this purpose) as the agent of the Borrower, shall maintain at its address referred to in Section 9.02 a copy of each Assignment and Acceptance delivered to and accepted by it and a register for the recordation of the names and addresses of the Lenders and the Commitment under each Facility of, and principal amount of the Loans owing under each Facility to, each Lender from time to time (the "***Register***"). The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower, the Agents and the Lenders shall treat each Person whose name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower or any Agent or any Lender at any reasonable time and from time to time upon reasonable prior notice.

(g) Upon its receipt of an Assignment and Acceptance executed by an assigning Lender and an assignee, together with any Note or Notes (if any) subject to such assignment, the Administrative Agent shall, if such Assignment and Acceptance has been completed and is in substantially the form of Exhibit C hereto, (i) accept such Assignment and Acceptance, (ii) record the information contained therein in the Register and (iii) give prompt notice thereof to the Borrower and each other Agent. In the case of any assignment by a Lender, within five Business Days after its receipt of such notice, the Borrower, at its own expense, shall execute and deliver to the Administrative Agent in exchange for the surrendered Note or Notes

(if any) an amended and restated Note (which shall be marked "*Amended and Restated*") to the order of such Eligible Assignee in an amount equal to the Commitment assumed by it under each Facility pursuant to such Assignment and Acceptance and, if any assigning Lender that had a Note or Notes prior to such assignment has retained a Commitment hereunder under such Facility, an amended and restated Note to the order of such assigning Lender in an amount equal to the Commitment retained by it hereunder. Such amended and restated Note or Notes shall be dated the effective date of such Assignment and Acceptance and shall otherwise be in substantially the form of Exhibit A hereto, as the case may be.

(h) Each Lender may sell participations to one or more Persons (other than any Loan Party or any of its Affiliates) in or to all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitments, the Loans owing to it and the Note or Notes (if any) held by it); *provided*, *however*, that (i) such Lender's obligations under this Agreement (including, without limitation, its Commitments) shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) such Lender shall remain the holder of any such Note for all purposes of this Agreement, (iv) the Borrower, the Agents and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and (v) no participant under any such participation shall have any right to approve any amendment or waiver of any provision of any Loan Document, or any consent to any departure by any Loan Party therefrom.

(i) Any Lender may, in connection with any assignment or participation or proposed assignment or participation pursuant to this Section 9.07, disclose to the assignee or participant or proposed assignee or participant any information relating to the Borrower furnished to such Lender by or on behalf of the Borrower; *provided*, *however*, that, prior to any such disclosure, the assignee or participant or proposed assignee or participant shall agree to preserve the confidentiality of any Confidential Information received by it from such Lender.

(j) Notwithstanding any other provision set forth in this Agreement, any Lender may at any time create a security interest in all or any portion of its rights under this Agreement (including, without limitation, the Loans owing to it and the Note or Notes (if any) held by it) in favor of any Federal Reserve Bank or Federal Home Loan Bank in accordance with Regulation A of the Board of Governors of the Federal Reserve System or similar laws and regulations relating to the Federal Home Loan Banks.

(k) Notwithstanding anything to the contrary contained herein, any Lender that is a Fund may, without the consent of the Borrower or any other Person, create a security interest in all or any portion of the Loans owing to it and any Note or Notes held by it to the trustee for holders of obligations owed, or securities issued, by such Fund as security for such obligations or securities; *provided* that, unless and until such trustee actually becomes a Lender in compliance with the other provisions of this Section 9.07, (i) no such pledge shall release the pledging Lender from any of its obligations under the Loan Documents and (ii) such trustee shall not be entitled to exercise any of the rights of a Lender under the Loan Documents even though

such trustee may have acquired ownership rights with respect to the pledged interest through foreclosure or otherwise.

(l) Notwithstanding anything to the contrary contained herein, any Lender (a "***Granting Lender***") may grant to a special purpose funding vehicle identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower (an "***SPC***") the option to provide all or any part of any Loan that such Granting Lender would otherwise be obligated to make pursuant to this Agreement; *provided* that (i) nothing herein shall constitute a commitment by any SPC to fund any Loan and (ii) if an SPC elects not to exercise such option or otherwise fails to make all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. Each party hereto hereby agrees that (i) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement for which a Lender would be liable, (ii) no SPC shall be entitled to the benefits of Section 2.09 and Section 2.11 (or any other increased costs protection provision) and (iii) the Granting Lender shall for all purposes, including, without limitation, the approval of any amendment or waiver of any provision of any Loan Document, remain the Lender of record hereunder. In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior Debt of any SPC, it will not institute against, or join any other person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding under the laws of the United States or any State thereof. Notwithstanding anything to the contrary contained in this Agreement, any SPC may (i) with notice to, but without prior consent of, the Borrower and the Administrative Agent and with the payment of a processing fee of $500, assign all or any portion of its interest in any Loan to the Granting Lender and (ii) disclose on a confidential basis any non-public information relating to its funding of Loans to any rating agency, commercial paper dealer or provider of any surety or guarantee or credit or liquidity enhancement to such SPC. This subsection (l) may not be amended without the prior written consent of each Granting Lender, all or any part of whose Loans are being funded by the SPC at the time of such amendment.

SECTION 9.08. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by telecopier of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 9.09. Confidentiality. Neither any Agent nor any Lender shall disclose any Confidential Information to any Person without the consent of the Borrower, other than (a) to such Agent's or such Lender's Affiliates and their officers, directors, employees, trustees, agents and advisors and to actual or prospective Eligible Assignees and participants, and then only on a confidential basis, (b) as required by any law, rule or regulation or judicial process, (c) as requested or required by any state, Federal or foreign authority or examiner (including the

National Association of Insurance Commissioners or any similar organization or quasi-regulatory authority) regulating such Lender, (d) to any rating agency when required by it, provided that, prior to any such disclosure, such rating agency shall undertake to preserve the confidentiality of any Confidential Information relating to the Loan Parties received by it from such Lender, (e) in connection with any litigation or proceeding to which such Agent or such Lender or any of its Affiliates may be a party or (f) in connection with the exercise of any right or remedy under this Agreement or any other Loan Document.

SECTION 9.10. Marshalling; Payments Set Aside. Neither any Agent nor any Lender shall be under any obligation to marshal any assets in favor of any Loan Party or any other Person or against or in payment of any or all of the Obligations. To the extent that any Loan Party makes a payment or payments to the Administrative Agent or the Lenders (or to Administrative Agent, on behalf of the Lenders), or any Agent or Lender enforces any security interests or exercise its rights of setoff, and such payment or payments or the proceeds of such enforcement or setoff or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, any other state or federal law, common law or any equitable cause, then, to the extent of such recovery, the obligation or part thereof originally intended to be satisfied, and all Liens, rights and remedies therefor or related thereto, shall be revived and continued in full force and effect as if such payment or payments had not been made or such enforcement or setoff had not occurred.

SECTION 9.11. Patriot Act Notice. Each Lender and each Agent (for itself and not on behalf of any Lender) hereby notifies the Loan Parties that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of such Loan Party and other information that will allow such Lender or such Agent, as applicable, to identify such Loan Party in accordance with the Patriot Act. The Borrower shall, and shall cause each of its Subsidiaries to, provide such information and take such actions as are reasonably requested by any Agent or any Lender in order to assist the Agents and the Lenders in maintaining compliance with the Patriot Act.

SECTION 9.12. Jurisdiction, Etc. (a) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any of the other Loan Documents to which it is a party, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York State court or, to the fullest extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Except as provided in Section 9.15, nothing in this Agreement shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Agreement or any of the other Loan Documents in the courts of any jurisdiction.

(b) Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any of the other Loan Documents to which it is a party in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

SECTION 9.13. Governing Law. This Agreement and the Notes shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 9.14. Waiver of Jury Trial. Each of the Borrower, the Agents and the Lenders irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to any of the Loan Documents, the Loans or the actions of any Agent or any Lender in the negotiation, administration, performance or enforcement thereof.

SECTION 9.15. Limitation on Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS: (A) NONE OF THE ADMINISTRATIVE AGENT, THE LENDERS OR ANY INDEMNIFIED PARTY SHALL BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THEIR RESPECTIVE ACTIVITIES RELATED TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, THE TRANSACTIONS CONTEMPLATED THEREBY, THE LOANS, OR OTHERWISE IN CONNECTION WITH THE FOREGOING; (B) WITHOUT LIMITING THE FOREGOING, NONE OF THE ADMINISTRATIVE AGENT, THE LENDERS OR ANY INDEMNIFIED PARTY SHALL BE SUBJECT TO ANY EQUITABLE REMEDY OR RELIEF, INCLUDING SPECIFIC PERFORMANCE OR INJUNCTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED THEREBY; (C) NONE OF THE ADMINISTRATIVE AGENT, THE LENDERS OR ANY INDEMNIFIED PARTY SHALL HAVE ANY LIABILITY TO THE LOAN PARTIES, FOR DAMAGES OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED THEREBY UNTIL THE EFFECTIVE DATE HAS OCCURRED; AND (D) IN NO EVENT SHALL LENDERS' LIABILITY TO THE LOAN PARTIES FOR FAILURE TO FUND ANY LOAN EXCEED ACTUAL DIRECT DAMAGES INCURRED BY THE LOAN PARTIES OF UP TO $[●][2] IN THE AGGREGATE.

SECTION 9.16. Acknowledgment and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto

[2] Note to Draft: To equal Lenders' commitment hereunder.

acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any EEA Resolution Authority.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

NEW MACH GEN, LLC, as Borrower

By _____
Name:
Title:

MACH GEN GP, LLC,
as Guarantor

By _____
Name:
Title:

MILLENNIUM POWER PARTNERS, L.P.,
as Guarantor

By _____
Name:
Title:

NEW ATHENS GENERATING COMPANY, LLC,
as Guarantor

By _____
Name:
Title:

TALEN INVESTMENT CORPORATION,
as Administrative Agent

By _____
Name:
Title:

TALEN INVESTMENT CORPORATION,
as Second Lien Collateral Agent

By _____
Name:
Title:

TALEN INVESTMENT CORPORATION,
as Lender

By _____
Name:
Title:

SCHEDULE I
TO
SECOND LIEN CREDIT AND GUARANTY AGREEMENT

COMMITMENTS AND LENDING OFFICES

Lender	**Commitment**	**Lending Office**
Talen Investment Corporation	$[15,000,000][1]	Talen Investment Corporation 3993 Howard Hughes Parkway Suite 250 Las Vegas, NV 89169-6754 Attention: Mindy Walser Email: mwalser@wilmingtontrust.com Fax: 702-866-2244 With a copy of notices to: Talen Energy Supply, LLC 1780 Hughes Landing Suite 800 The Woodlands, TX 77380 Attention: General Counsel Email: legalservices@talenenergy.com

[1] Insert the greater of (i) $15,000,000 and (ii) such greater amount (if any) as is required to satisfy the conditions under the Restructuring Support Agreement.

SCHEDULE 3.01(a)(iii)(F)
TO
SECOND LIEN CREDIT AND GUARANTY AGREEMENT

SECOND LIEN CONSENTS AND AGREEMENTS / REAFFIRMATION OF FIRST LIEN CONSENTS AND AGREEMENTS

Commodity Hedge and Power Sale Agreements:

None.

Other Material Contracts[2]:

1. First Lien Consent and Agreement, dated as of April 28, 2014, by and among Siemens Energy, Inc. (formerly known as Siemens Power Generation, Inc.), CLMG Corp., in its capacity as First Lien Collateral Agent Millennium Partners, L.P., New Athens Generating Company, LLC, and New Harquahala Generating Company, LLC.

2. First Lien Consent Agreement, dated as of April 28, 2014, by and among NAES Corporation, CLMG Corp., in its capacity as First Lien Collateral Agent, Millennium Power Partners, L.P., New Athens Generating Company, LLC, and New Harquahala Generating Company, LLC.

3. First Lien Consent Agreement, dated as of April 28, 2014, by and among Southbridge Associates II LLC, CLMG Corp., in its capacity as First Lien Collateral Agent, Millennium Power Partners, L.P.

[2] To the extent the underlying Material Contract will be in full force and effect as of the Effective Date.

SCHEDULE 4.01(b)
TO
SECOND LIEN CREDIT AND GUARANTY AGREEMENT

LOAN PARTIES

New MACH Gen, LLC
1780 Hughes Landing, Suite 800
The Woodlands, TX 77380
Formation Jurisdiction: Delaware
Tax ID: 20-1306738

New Athens Generating Company, LLC
9300 US Highway 9W
Athens, NY 12015
Formation Jurisdiction: Delaware
Tax ID: 65-1230156

Millennium Power Partners, L.P.
10 Sherwood Lane
Charlton, MA 01507
Formation Jurisdiction: Delaware
Tax ID: 52-1756688

MACH Gen GP, LLC
10 Sherwood Lane
Charlton, MA 01507
Formation Jurisdiction: Delaware
Tax ID: 20-1306738

SCHEDULE 4.01(c)
TO
SECOND LIEN CREDIT AND GUARANTY AGREEMENT

SUBSIDIARIES

New Athens Generating Company, LLC
Formation Jurisdiction: Delaware
Membership Interests: 100
% Membership Interests Held by Loan Parties: 100% by New MACH Gen, LLC

Millennium Power Partners, L.P.
Formation Jurisdiction: Delaware
Partnership Interests: 100
% Partnership Interests Held by Loan Parties: 99.5% by MACH Gen GP, LLC
0.5% by New MACH Gen, LLC

MACH Gen GP, LLC
Formation Jurisdiction: Delaware
Membership Interests: 100
% Membership Interests Held by Loan Parties: 100% by New MACH Gen, LLC

Note: All members hold common units of membership interests or partnership interests, as the case may be.

SCHEDULE 4.01(e)
TO
SECOND LIEN CREDIT AND GUARANTY AGREEMENT

GOVERNMENTAL APPROVALS AND AUTHORIZATIONS

ATHENS

1. State of New York, Board on Electric Generation Siting and the Environment, Opinion and Order Granting Certificate of Environmental Compatibility and Public Need, Case 97-F-1563, issued June 15, 2000.

2. NYSDEC, Article 19 Air Pollution Control & PSD Permit, DEC Permit No.: 4-1922-00055/00001, issued June 12, 2000.

3. NYSDEC, Title V Air Permit, DEC #: 4-1922-00055/00005, issued July 1, 2016 and expires June 30, 2021.

4. NYSDEC, State Pollutant Discharge Elimination System (SPDES) Discharge Permit, SPDES Number NY-0261009, issued June 12, 2000. Permit No. 4-1922-0005/00001, amended July 1, 2015 and expires on June 31, 2020.

5. NYSDEC, Water Withdrawal Non-Public Permit, Permit No.: 4-1922-00055/00006, issued July 19, 2016 and expires June 30, 2025.

6. U.S. Army Corps of Engineers, Section 10/404 Permit, Permit No.: 1997-16040, issued May 25, 2001.

7. FERC, FPA Section 204 blanket approval for issuance of securities and assumption of liabilities.

8. FERC, FPA Section 205 market-based rates authorization.

9. FERC, certification by Athens of EWG status, as determined under 18 CFR Part 366 and as set forth in a FERC Order issued in 2003.

10. FCC Radio Station Authorization, FCC Registration No. 0010917367, call Sign WQFC610, grant date: June 16, 2006, effective date: June 16, 2006, expiration date: June 15, 2026.

11. FCC Radio Station Authorization, FCC Registration No. 0010917367, call Sign WPXH251, grant date: March 29, 2013, effective date: April 25, 2014, expiration date: April 2, 2023.

12. State of New York Public Service Commission (a) Order Providing for Lightened Regulation, Case 99-E-1629, issued July 12, 2000, (b) Order Authorizing Issuance of

Debt, Case 01-E-0816, issued July 30, 2001, (c) Order Approving Transfer and Providing for Lightened Regulation, Case 03-E-0516, issued September 17, 2003 (d) Order Clarifying Prior Order, Case 06-E-1223 and Case 01-E-0816, issued November 15, 2006 and (e) Declaratory Ruling on a Transfer Transaction, Case 16-E-0401, issued September 19, 2016.

MILLENNIUM

13. MDEP Final 7.02 Air Quality Plan Approval, approved March 13, 2000, amended Final March 16, 2005, amended Final October 19, 2017.

14. MDEP Air (Title V) Operating Permit, issued March 25, 2005; Proposed Air (Title V) Operating Permit dated April 2, 2010 (application to renew has been filed with MDEP)

15. Southbridge Department of Public Works, Industrial User Discharge Permit No. 11, issued November 1, 1999, reissued October 28, 2004, reissued December 12, 2011, reissued February 2, 2017, expires February 1, 2022.

16. MADEP Water Withdrawal Permit #9P2-2-09-278.01, issued January 28, 1998, modified September 26, 2003, expires August 31, 2017 (application to extend has been filed with MADEP).

17. Massachusetts Energy Facilities Siting Board, Final Decision, issued November 3, 1997.

18. MADEP Final Massachusetts Budget Trading Program Emissions Control Plan Approval, approved December 9, 2008.

19. FERC, FPA Section 204 blanket approval for issuance of securities and assumption of liabilities.

20. FERC, FPA Section 205 market-based rates authorization.

21. FERC, certification by Millennium of EWG status, as determined under 18 CFR Part 366 and as set forth in a FERC Order issued in 2003.

22. FCC Radio Station Authorization, FCC Registration No. 0004679452, call Sign WPPB657, grant date: July 23, 2004, effective date: July 23, 2004, expiration date: October 7, 2024.

23. FCC Radio Station Authorization, FCC Registration No. 0004679452, call Sign WQCQ909, grant date: May 5, 2005, effective date: May 5, 2025, expiration date: May 5, 2025.

24. FCC Radio Station Authorization, FCC Registration No. 0004679452, call Sign WQAF336, grant date: May 3, 2004, effective date: May 3, 2004, expiration date: September 23, 2022.

SCHEDULE 4.01(o)
TO
SECOND LIEN CREDIT AND GUARANTY AGREEMENT

ENVIRONMENTAL DISCLOSURE

Part I – Non-compliance with Environmental Laws and Environmental Permits

None.

Part II – Properties on the NPL or CERCLIS or any analogous state or local list, or existence of Hazardous Materials on site in storage tanks, surface impoundments, septic tanks, pits, sumps or lagoons

ATHENS PROJECT
Indoor aboveground wastewater treatment tanks, including an ~8,000 gal. oil/water separator
Indoor concrete floor drains and wastewater treatment sump(s)
2 underground oil-water separators for stormwater discharge
1,500-gallon 50% sodium hydroxide solution AST
1,500-gallon caustic solution AST
2,500-gallon 37% to 42% ferric chloride solution AST
1,500-gallon caustic AST
500-gallon 94% sulfuric solution AST
A 4,000,000-gallon fuel oil AST (currently empty and closed with the State)
1,500-gallon 12% to 15% sodium hypochlorite solution AST
Three 9,100-gallon combustion turbine (CT) lube oil ASTs
Three 4,011-gallon steam turbine (ST) lube oil ASTs
Three 20,000-gallon 19% aqueous ammonia ASTs
A 500-gallon diesel AST
A 350-gallon diesel AST
Stormwater pond, which did contain rainwater mixed with propylene glycol (a non-hazardous substance that contribute to biological oxygen demand [BOD]) from a cooling system pipe leak.

MILLENNIUM PROJECT
Indoor concrete floor drains and wastewater sump(s)
An indoor underground oil-water separator for stormwater discharge
An empty 1,200,000-gallon No. 2 oil AST
A 20,300-gallon 19% aqueous ammonia AST
A 150-gallon aboveground oil/water separator (OWS)
A 6,500-gallon combustion turbine (CT) lube oil
A 1,000-gallon combustion turbine (CT) lube oil AST
A 4,700-gallon steam turbine (ST) lube oil AST
A 260-gallon lube oil AST
A 5,000-gallon sulfuric acid AST
A 4,400-gallon sodium hypochlorite AST

A 2,000-gallon water tower corrosion inhibitor AST
An 850-gallon water treatment AST
A 350-gallon diesel fuel AST

Part III – Investigations of disposal of Hazardous Materials

None.

SCHEDULE 4.01(r)
TO
SECOND LIEN CREDIT AND GUARANTY AGREEMENT

OWNED REAL PROPERTY

MILLENNIUM PROJECT					
Tax ID	**Owner of Record**	**Address**	**Acreage**	**Recording Info**	**County/State**
62-A-2	Millennium Power Partners, L.P. 4/98	10 Sherwood Ln – Town of Charlton	70.81	Deed Book 19877, Pg 74	Worcester, MA
62-A-3	Millennium Power Partners, L.P. 4/98	Southbridge Rd – Town of Charlton	1.82	Deed Book 79877, Pg 85	Worcester, MA
62-A-5	Millennium Power Partners, L.P. 4/98	10 Sherwood Ln – Town of Charlton	1.33	Deed Book 19877, Pg 81	Worcester, MA
62-A-6.1	Millennium Power Partners, L.P.	Southbridge Rd – Town of Charlton	60.84	Deed Book 19877, Pg 65	Worcester, MA

ATHENS PROJECT					
Tax ID	**Owner of Record**	**Address**	**Acreage**	**Recording Info**	**County/State**
104.00-3-28.21	New Athens Generating Company, LLC	Town of Athens – Vacant Land	49.99	Deed Book 1145, Pg 71	Greene, NY
121.00-3-21.21	New Athens Generating Company, LLC	Rt 9W – Vacant Land *(small portion of plant sits on this parcel)*	45.65	Deed Book 1145, Pg 71	Greene, NY
139.00-4-23	New Athens Generating Company, LLC	331 Rte 385 – Mfg housing (Ballard)	7.98	Deed Book 1145, Pg 71	Greene, NY
139.00-3-57	New Athens Generating Company, LLC	94 Thorpe Rd – Family Residential (Sopris)	5.68	Deed Book 1145, Pg 71	Greene, NY
139.00-3-55	New Athens Generating Company, L.P.	10 Hidden Dr – Family Residential (Stone House)	2.99	Deed Book 1145, Pg 71	Greene, NY
121.00-3-19.2-1	New Athens Generating Company, LLC	9300 US RT 9W (Warehouse)	0	Improvement Ownership only	Greene, NY

SCHEDULE 4.01(s)
TO
SECOND LIEN CREDIT AND GUARANTY AGREEMENT

LEASED REAL PROPERTY

ATHENS PROJECT
New Athens Generating Company, LLC
9300 US Highway 9W
Athens, NY 12015
County: Greene
Lessor: Greene County Industrial Development Agency
Lessee: New Athens Generating Company, LLC
Leased parcels are more particularly described in that certain Lease Agreement, dated December 1, 2001, amended and restated on May 1, 2003, by and between the Greene County Industrial Development Agency and Athens

MILLENNIUM PROJECT
Millennium Power Partners, L.P.
Dresser Hill Road (parcel of land off of this road)
Southbridge, Massachusetts 01550
County: Worcester
Lessor: Town of Southbridge
Lessee: Millennium Power Partners, L.P.
Leased parcels are more particularly described in that certain Lease Agreement, dated as of August 31, 1998, by and between the Town of Southbridge, Massachusetts and Millennium, as amended

SCHEDULE 4.01(t)
TO
SECOND LIEN CREDIT AND GUARANTY AGREEMENT

MATERIAL CONTRACTS

ATHENS PROJECT

- Niagara-Athens Interconnection Facility and Interconnection Facility Premises Lease, dated October 12, 2007, by and between Athens and Niagara Mohawk Power Corporation, expires December 30, 2023

- Interconnection Agreement, dated April 27, 2001, effective May 15, 2001, by and between Athens and Niagara Mohawk Power Corporation, expires March 1, 2031

- Special Protection System Engineering, Construction and Implementation Agreement, dated February 7, 2007, effective December 14, 2006, by and between Athens and Niagara Mohawk Power Corporation, d/b/a National Grid, amended and restated on December 21, 2012, effective June 31, 2014, expires June 31, 2024

- Interconnection Facilities Agreement, dated October 24, 2001, by and between Athens and Iroquois Gas Transmission System, LP, effective September 1, 2003, expires September 1, 2018

- Operations and Maintenance Agreement for the Athens Interconnection Facility, dated October 24, 2001, by and between Athens and Iroquois Gas Transmission System, LP

- Operational Balancing Agreement, dated October 24, 2001, by and between Athens and Iroquois Gas Transmission System, LP, effective January 7, 2003

- Second Amended and Restated Term Warranty Contract, effective as of July 25, 2016, by and between Siemens Energy, Inc. and Athens

- Lease Agreement, dated December 1, 2001, amended and restated on May 1, 2003, by and between the Greene County Industrial Development Agency and Athens, expires December 30, 2023

- Second Amended and Restated Operation and Maintenance Agreement between New Athens Generating Company, LLC and NAES Corporation dated as of January 1, 2013, as amended on March 1, 2015, extended on September 14, 2015, December 28, 2016, and December 22, 2017, expires December 31, 2018

- Payment in Lieu of Tax Agreement, dated as of May 1, 2003, by and between Greene County Industrial Development Agency and Athens, expires May 1, 2023

- PILOT Mortgage and Security Agreement, dated as of May 1, 2003, from Greene County Industrial Development Agency and Athens to Greene County Industrial Development Agency and recorded in Book 1710 at Page 281 in the Greene County Clerk's Office, Instrument No. 4289

- SPPA-T3000 Life Cycle Maintenance Program (LCMP), dated May 1, 2013, by and between Siemens Energy, Inc. and Athens, expires April 30, 2023

- Pipeline Crossing Agreement (No. NYC-038807), dated May 24, 2001, by and between CSX Transportation, Inc. and Athens Generating Company L.P., as amended by that Supplemental Agreement, dated February 14, 2002, expires May 31, 2024

- Wireline Crossing Agreement (No. NYC-039224), dated May 24, 2001, by and between CSX Transportation, Inc. and Athens Generating Company L.P., as amended by that Supplemental Agreement, dated February 14, 2002, expires May 31, 2024

- Power Sales and Energy Management Agreement, dated September 1, 2016, as amended on September 1, 2016, February 20, 2018, March 31, 2018, April 30, 2018 and May 31, 2018, by and between Talen Energy Marketing, LLC and Athens

MILLENNIUM PROJECT

- Interconnection Service Agreement, dated November 26, 1997, by and between Millennium and New England Power Company

- Service Agreement for Network Integration Transmission Service, effective February 1, 2002, by and between Millennium and New England Power Company

- Letter Agreement, dated November 6, 1997, by and between Millennium and Tennessee Gas Pipeline Company

- Balancing Agreement, dated March 15, 2000, by and between Millennium and Tennessee Gas Pipeline Company

- Second Amended and Restated Term Warranty Contract, effective as of July 25, 2016, by and between Siemens Energy, Inc. and Millennium

- Lease, dated as of August 31, 1998 by and between the Town of Southbridge, Massachusetts and Millennium, as amended

- Agreement, dated as of March 6, 1997, by and between Millennium and Town of Charlton, Massachusetts, expires July 1, 2021

- Decommissioning Agreement, dated November 25, 1997, by and between Millennium and Town of Charlton, Massachusetts, expires July 1, 2020

- Second Amended and Restated Operation and Maintenance Agreement between Millennium Power Partners, L.P. and NAES Corporation dated as of January 1, 2013, as amended on March 1, 2015, extended on September 14, 2015, December 28, 2016, and December 22, 2017, expires December 31, 2018

- Water Supply Agreement, dated January 5, 1998, by and between Millennium and the Town of Southbridge, MA, expires January 5, 2028

- Agreement, dated November 5, 1998, by and between Millennium and the Town of Southbridge, MA

- Amended and Restated Water Rights Agreement, dated January 24, 2014, by and between Millennium and Southbridge Associates II, LLC

- Water Withdrawal Registration Partial Transfer Agreement, dated June 5, 1997, by and between Millennium and American Optical Corporation (f/k/a American Optical Company)

- Water and Water Return Line Easement Agreement, dated January 29, 1999, by and between Millennium and Southbridge Associates Limited Partnership

- Water and Return Line Easement Agreement, dated February 25, 1998, by and between Millennium and Schott North America (f/k/a Schott Fiber Optic, Inc.), as amended by First Amendment to Water and Water Return Line Easement Agreement, dated as of February 19, 1999

- Market Participant Service Agreement, dated February 1, 2005, by and between Millennium and ISO New England Inc.

- Letter Agreement, dated September 1, 2011, by and between Millennium and Southbridge Associates II, LLC, with an additional Letter Agreement, dated September 24, 2013, by and between Millennium and Southbridge Associates II, LLC

- SPPA-T3000 Life Cycle Maintenance Program (LCMP), dated March 13, 2015, by and between Siemens Energy, Inc. and Millennium, expires December 31, 2024

- Power Sales and Energy Management Agreement, dated August 4, 2016, as amended on August 3, 2016, February 20, 2018, March 31, 2018, April 30, 2018 and May 31, 2018, by and between Talen Energy Marketing, LLC and Millennium

SCHEDULE 5.01(d)
TO
SECOND LIEN CREDIT AND GUARANTY AGREEMENT

INSURANCE

Defined terms used in this Schedule 5.01(d) (the "Schedule") and not otherwise defined herein shall have the meanings set forth in the Second Lien Credit and Guaranty Agreement dated as of [_____], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among NEW MACH GEN, LLC, a Delaware limited liability company, as Borrower, the Guarantors, the Lenders party thereto, Talen Investment Corporation, as Second Lien Collateral Agent, and Talen Investment Corporation, as Administrative Agent.

1. The Borrower shall maintain, or cause to be maintained on its behalf and on behalf of its Subsidiaries, in effect at all times, the types of insurance set forth below, in accordance with the First Lien Credit Agreement or, following the payment in full of all First Lien Obligations under the First Lien Facility, in form reasonably acceptable to the Administrative Agent and the Second Lien Collateral Agent, with insurance carriers authorized to do business in the applicable states and rated "A- (size X)" or better by A.M. Best's Insurance Guide and Key Ratings (or an equivalent rating by another nationally recognized insurance rating agency of similar standing if A.M. Best's Insurance Guide and Key Ratings shall no longer be published), or insurance companies of similar size with a financial strength rating of "A" or better by S&P or other insurance companies of recognized responsibility in accordance with the First Lien Credit Agreement or, following the payment in full of all First Lien Obligations under the First Lien Facility, satisfactory to the Administrative Agent and the Second Lien Collateral Agent:

   a. Commercial general liability insurance for the Projects on an "occurrence" policy form or AEGIS or comparable claims-first-made form, including coverage for property damage and bodily injury for premises/operations, explosion, collapse and underground hazards, products/completed operations, broad form property damage, blanket contractual liability, independent contractors and personal injury, with primary coverage limits of no less than $1,000,000 for injuries or death to one or more persons or damage to property resulting from any one occurrence and a $2,000,000 annual aggregate limit. Following the payment in full of all First Lien Obligations under the First Lien Facility, deductibles in excess of $1,000,000 shall be subject to review and approval of the Administrative Agent and the Second Lien Collateral Agent.

b. Automobile liability insurance, including coverage for owned, non-owned and hired automobiles for both bodily injury and property damage and containing appropriate no-fault insurance provisions or other endorsements in accordance with state legal requirements, with limits of no less than $1,000,000 per accident with respect to bodily injury, property damage or death. Deductibles in excess of $250,000 shall be subject to review and approval of the Administrative Agent and the Second Lien Collateral Agent.

c. If exposure exists, worker's compensation insurance on a guaranteed cost basis and employer's liability insurance, with a limit of not less than $1,000,000, disability benefits insurance and such other forms of insurance which the Borrower is required by law to provide for the Projects, providing statutory benefits, other states', USL&H and Jones Act endorsements (where exposure exists), covering loss resulting from injury, sickness, disability or death of the employees of Borrower. Following the payment in full of all First Lien Obligations under the First Lien Facility, deductibles in excess of $1,000,000 shall be subject to review and approval of the Administrative Agent and the Second Lien Collateral Agent.

d. If exposure exists, aircraft/watercraft liability for all owned, hired, chartered or non-owned aircraft (fixed wing or rotary) and or/ watercraft liability with a limit of $50,000,000 each accident and hull physical damage cover with limits equivalent to the full value of the aircraft.

e. Umbrella / excess liability insurance of not less than $35,000,000 per occurrence and in the aggregate at all times, including sudden and accidental pollution shall be maintained at all times. Such coverages shall be on an occurrence policy form or AEGIS or comparable claims-first-made form and over and above coverages provided by the policies described in paragraphs (a), (b) and (c) above and shall not contain endorsements which restrict coverages as set forth in paragraphs (a), (b) and (c) above, and which are provided in the underlying policies.

f. "All risk" property insurance coverage for the Projects' insurable assets in the amount not less than full replacement cost or a blanket loss limit equal to the highest replacement cost values at any one location with no coinsurance penalty, with no deduction for depreciation and providing, without limitation: coverages against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, terrorism (in accordance with the First Lien Credit Agreement or, following the payment in full of all First Lien Obligations under the First Lien Facility, with form acceptable to the Administrative Agent and the Second Lien Collateral Agent), sabotage, malicious mischief, aircraft, vehicles, smoke, other risks from time to time included under "all risk" or "extended coverage" policies, earthquake, flood and named windstorm, each subject to a per occurrence and

annual aggregate sublimit of $400,000,000; for all locations, collapse, sinkhole, subsidence and such other perils in accordance with the First Lien Credit Agreement or, following the payment in full of all First Lien Obligations under the First Lien Facility, as Administrative Agent and the Second Lien Collateral Agent, after consultation with the independent insurance consultant and the Borrower, may from time to time require to be insured.

g. Insurance that the Secured Parties and the Borrower may, from time to time, agree in writing to require with (i) a sublimit of not less than $10,000,000 (non-aggregated) for on-site clean-up and/or debris removal required as a result of the occurrence of an insured risk; (ii) off-site coverage with a per occurrence limit of $10,000,000; (iii) transit coverage (including ocean cargo where ocean transit exposure exists) with a per occurrence limit of not less than $10,000,000 or such higher amount as to cover replacement cost of property at risk; (iv) expediting insurance in an amount not less than $10,000,000; and (v) machinery breakdown coverage on a "comprehensive" basis including breakdown and repair with limits not less than the full replacement cost of the insured objects. Property insurance coverage shall not contain an exclusion for freezing, mechanical breakdown or resultant damage caused by faulty workmanship, design or materials. The policy shall allow the Borrower the option to not repair, rebuild or replace damaged property following a covered loss, subject to policy conditions on valuation in the event that the Borrower does elect to not repair, rebuild or replace damaged property.

h. The policy/policies required in "f" above shall include a sublimit of not less than $10,000,000 for increased cost of construction coverage, debris removable, and building ordinance coverage to pay for loss of "undamaged" property which may be required to be replaced due to enforcement of local, state, or federal ordinances.

i. All such policies required in "f," "g" and "h" above may have deductibles of not greater than $5,000,000 for physical damage per occurrence all locations, except for earthquake, flood and named windstorm.

j. Pollution Legal Liability of not less than $2,000,000 per occurrence and in the aggregate including preexisting and new conditions for on-site and off-site cleanup, bodily injury and property damage. Such cover shall be in accordance with the First Lien Credit Agreement or, following the payment in full of all First Lien Obligations under the First Lien Facility, in such form and with such deductibles as acceptable to the Administrative Agent and the Second Lien Collateral Agent.

k. Such other or additional insurance (as to risks covered, policy amounts, policy provisions or otherwise) as, under Prudent Industry Practice, are from time

to time insured against for property and facilities similar in nature, use and location to the Projects in accordance with the First Lien Credit Agreement or, following the payment in full of all First Lien Obligations under the First Lien Facility, which the Administrative Agent or the Second Lien Collateral Agent may reasonably require.

2. In the event any insurance (including the limits or deductibles thereof) hereby required to be maintained, other than insurance required by law to be maintained shall not be available or commercially feasible in the commercial insurance market, the Secured Parties shall not unreasonably withhold their agreement to waive such requirement to the extent the maintenance thereof is not so available; provided, however, that: (i) the Borrower shall first request any such waiver in writing ten (10) Business Days prior to the policy renewal, which request shall be accompanied by written reports prepared by the Borrower's insurance broker and the independent insurance consultant certifying that such insurance is not reasonably available and commercially feasible in the commercial insurance market for electric generating plants of similar type and capacity (and, in any case where the required amount is not so available, certifying as to the maximum amount which is so available) and explaining in detail the basis for such conclusions, such insurance advisers and the form and substance of such reports in accordance with the First Lien Credit Agreement or, following the payment in full of all First Lien Obligations under the First Lien Facility, to be reasonably acceptable to the Administrative Agent and the Second Lien Collateral Agent; (ii) at any time after the granting of any such waiver (if applicable), the Administrative Agent and the Second Lien Collateral Agent may request, and the Borrower shall furnish to the Administrative Agent and the Second Lien Collateral Agent within fifteen (15) days after such request, supplemental reports reasonably acceptable to the Administrative Agent and the Second Lien Collateral Agent from such insurance advisers updating their prior reports and reaffirming such conclusion; and (iii) any such waiver shall be effective only so long as such insurance shall not be available and commercially feasible in the commercial insurance market, it being understood that the failure of the Borrower to timely furnish any such supplemental report shall be conclusive evidence that such waiver is no longer effective because such condition no longer exists, but that such failure is not the only way to establish such non-existence.

3. Endorsements. Policies issued pursuant hereto shall contain the following or equivalent in accordance with the First Lien Credit Agreement or, following the payment in full of all First Lien Obligations under the First Lien Facility, unless waived by Administrative Agent and the Second Lien Collateral Agent with the consent of the Secured Parties in accordance with the Credit Agreement. Following the payment in full of all First Lien Obligations under the First Lien Facility, all policies of liability insurance required to be maintained shall be

endorsed as follows: (i) to name the Borrower or the Guarantors, as applicable, and its respective officers and employees as named insureds, and to name the Administrative Agent, the Second Lien Collateral Agent and the Secured Parties and their respective officers and employees as additional insureds; (ii) to provide a severability of interests and cross liability clause; and (iii) to provide that the insurance shall be primary and not excess to or contributing with any insurance or self-insurance maintained by the Secured Parties.

4. Waiver of Subrogation. The Borrower and each of its Subsidiaries hereby waives any and every claim for recovery from the Secured Parties, the Administrative Agent and the Second Lien Collateral Agent for any and all loss or damage covered by any of the insurance policies to be maintained under the Loan Documents to the extent that such loss or damage is recovered under any such policy. Inasmuch as the foregoing waiver will preclude the assignment of any such claim to the extent of such recovery, by subrogation (or otherwise), to an insurance company (or other Person), the Borrower shall give written notice of the terms of such waiver to each insurance company which has issued, or which may issue in the future, any such policy of insurance (if such notice is required by the insurance policy) and shall cause each such insurance policy to be properly endorsed by the issuer thereof to, or to otherwise contain one or more provisions that, prevent the invalidation of the insurance coverage provided thereby by reason of such waiver. Insurer to provide that there shall be no recourse against any Secured Party for payment of premiums or other amounts with respect thereto.

5. Additional Provisions.

a. Loss Notification: The Borrower shall promptly notify the Administrative Agent and the Second Lien Collateral Agent of any Casualty Event likely to give rise to a claim under the physical damage insurance policy for an amount in excess of $5,000,000.

b. Payment of Loss Proceeds: The all-risk, property, machinery, marine cargo, transit, physical damage and other applicable first party insurance policies shall include a standard lender's 438 BFU loss payable endorsement (or other acceptable endorsement) in favor of the Second Lien Collateral Agent and shall, following the payment in full of all First Lien Obligations under the First Lien Facility, name the Second Lien Collateral Agent as sole loss payee.

c. The loss payable endorsement described in the previous paragraph shall contain non-vitiation language in accordance with the First Lien Credit Agreement or, following the payment in full of all First Lien Obligations under the First Lien Facility, reasonably acceptable to the Administrative Agent and the Second Lien Collateral Agent which shall provide that in the event that any of the

Loan Parties performs a vitiating act that might otherwise void coverage, the coverage will remain in full force and effect for the benefit of the Secured Parties.

d. Loss Adjustment and Settlement: A loss under any of the first party policies (including property and machinery) shall be adjusted with the insurance companies, including the filing in a timely manner of appropriate proceedings, by the Borrower, in accordance with the First Lien Credit Agreement or, following the payment in full of all First Lien Obligations under the First Lien Facility, subject to the approval of the Administrative Agent and the Second Lien Collateral Agent, which shall be not unreasonably withheld or delayed, for any claims incurred above an annual cumulative claim amount of $5,000,000. In addition, the Borrower may in its reasonable judgment consent to the settlement of any loss, provided that in the event that the amount of the loss exceeds $5,000,000 the terms of such settlement are in accordance with the First Lien Credit Agreement or, following the payment in full of all First Lien Obligations under the First Lien Facility, approved by the Administrative Agent and the Second Lien Collateral Agent (which approval shall not be unreasonably withheld or delayed).

e. In the event that any Loan Party fails to respond in a timely and appropriate manner (as reasonably determined by the Administrative Agent and the Second Lien Collateral Agent) to take any steps necessary or reasonably requested by the Administrative Agent or the Second Lien Collateral Agent to collect from any insurers for any loss covered by any insurance required to be maintained by this Schedule, the Administrative Agent and the Second Lien Collateral Agent shall have the right to make all proofs of loss, adjust all claims and/or receive all or any part of the proceeds of the foregoing insurance policies, either in its own name or the name of the Borrower; provided, however, that such Loan Party shall, upon the Administrative Agent's or the Second Lien Collateral Agent's request and at such Loan Party's own cost and expense, make all proofs of loss and take all other steps necessary or reasonably requested by the Administrative Agent or the Second Lien Collateral Agent, as the case may be, to collect from insurers for any loss covered by any insurance required to be obtained by this Schedule. This clause (e) shall apply following payment in full of all First Lien Obligations under the First Lien Facility.

f. Policy Cancellation and Change: All policies of insurance required to be maintained pursuant to this Schedule shall be endorsed so that if at any time they should be canceled, or coverage be materially reduced, such cancellation or reduction shall not be effective as to the Secured Parties for forty-five (45) days, except for non-payment of premium which shall be for ten (10) days, after receipt by the Administrative Agent and the Second Lien Collateral Agent of written notice from such insurer (or the Borrower's insurance broker) of such cancellation or reduction. Such policy provisions shall also provide that in the event the

Borrower fails to pay the premium, the Second Lien Collateral Agent and the Administrative Agent shall have the right (but not the obligation) to pay the premium and continue coverage. Suspension of coverage for machinery breakdown for specific equipment due to the insurers exercising a suspension clause will be immediate but the Borrower or its insurance broker shall provide immediate written notification as soon as coverage is suspended.

g. Miscellaneous Policy Provisions: The all-risk, property and machinery insurance policies shall (A) not include any annual or term aggregate limits of liability or clause requiring the payment of an additional premium to reinstate the limits after loss except as regards the insurance applicable to the perils of flood, earth movement, named windstorm, and (subject to agreement with the Administrative Agent and the Second Lien Collateral Agent) sabotage and terrorism, (B) include the Administrative Agent and the Second Lien Collateral Agent as additional insured on behalf of the Secured Parties in all policies (where permitted by applicable law), and (C) include a clause requiring the insurer to make final payment on any claim within ninety (90) days after the submission of final proof of loss and its acceptance by the insurer. This clause (g) shall apply following payment in full of all First Lien Obligations under the First Lien Facility.

6. Separation of Interests: All liability policies shall insure the interests of the Secured Parties regardless of any breach or violation by the Loan Parties, or any other Person of warranties, declarations or conditions contained in such policies, or any action or inaction of the Loan Parties. This provision may be satisfied with a policy endorsement in accordance with the First Lien Credit Agreement or, following the payment in full of all First Lien Obligations under the First Lien Facility, acceptable to the Administrative Agent and the Second Lien Collateral Agent with the advice of their independent insurance consultant.

7. Reinstatement or Replacement of Limits: In the event that the insurance policies for this transaction are also insuring other assets that are not part of this transaction, in the event that limits or sub limits (including any aggregated limits or sub limits) are eroded due to losses at other locations, the Loan Parties shall immediately have the limits or sub limits reinstated or replaced for the benefit of the assets in this transaction.

8. Evidence of Insurance. On the Effective Date and on an annual basis within 15 days of each policy anniversary, the Borrower shall furnish the Administrative Agent and Second Lien Collateral Agent with (i) certification of all required insurance marked “premium paid” or accompanied by other evidence of payment reasonably satisfactory to the Administrative Agent and the Second Lien Collateral Agent and (ii) a schedule of the insurance policies held by or for the benefit of the Loan Parties and required to be in force by the provisions of this

Schedule. Such certification shall be executed by each insurer or by an authorized representative of each insurer where it is not practical for such insurer to execute the certificate itself. Such certification shall identify carriers, the type of insurance, the insurance limits and the policy term and shall specifically list the special provisions enumerated for such insurance required by this Schedule. The schedule of insurance shall include the name of the insurance company, policy number, type of insurance, major limits of liability and expiration date of the insurance policies. Upon reasonable prior written request, the Borrower and each of the Guarantors will (i) permit the Administrative Agent and the Second Lien Collateral Agent to inspect copies of all insurance policies at the office of the Borrower or the Guarantors during normal business hours and (ii) furnish the Administrative Agent and the Second Lien Collateral Agent with copies of all binders and cover notes or other evidence of such insurance relating to the insurance required to be maintained hereunder, provided that after the occurrence of any Default or any Event of Default, upon request, the Borrower will furnish the Administrative Agent and the Second Lien Collateral Agent with copies of the insurance policies relating to the Projects.

9. Reports. Concurrently with the furnishing of the certification referred to in Paragraph 8 above, the Borrower shall furnish the Administrative Agent and the Second Lien Collateral Agent with a letter from its insurance broker, signed by an officer of the insurance broker, stating that in the opinion of the insurance broker, the insurance then carried or to be renewed is in accordance with the terms of this Schedule. Such report shall not be subject to any non-customary qualification with respect to the scope of review or the information made available.

10. Failure to Maintain Insurance. In the event the Borrower fails to maintain, or fails to cause to be maintained the full insurance coverage required by this Schedule, the Administrative Agent or the Second Lien Collateral Agent, upon thirty (30) days' prior notice (unless the aforementioned insurance would lapse within such period, in which event notice should be given as soon as reasonably possible) to the Borrower of any such failure, may (but shall not be obligated to) take out the required policies of insurance and pay the premiums on the same. All amounts so advanced therefore by the Administrative Agent or the Second Lien Collateral Agent shall become an additional Obligation of the Borrower, and the Borrower shall forthwith pay such amounts to the Administrative Agent, together with Default Interest thereon from the date so advanced until fully paid.

11. No Duty of Second Lien Collateral Agent to Verify or Review. No provision of this Schedule or any provision of any Loan Document shall impose on the Administrative Agent, the Second Lien Collateral Agent or any Secured Party any duty or obligation to verify the existence or adequacy of the insurance coverage maintained pursuant to this Schedule, nor shall the Administrative Agent, the Second Lien Collateral Agent or any Secured Party be responsible for any

representations or warranties made by or on behalf of the Borrower to any insurance company or underwriter. Any failure on the part of the Administrative Agent, the Second Lien Collateral Agent or any Secured Party to pursue or obtain the evidence of insurance required by this Agreement and/or failure of the Administrative Agent, the Second Lien Collateral Agent or any Secured Party to point out any noncompliance of such evidence of insurance shall not constitute a waiver of any of the insurance requirements in this Agreement.

12. Foreclosure. In the event of a foreclosure of any of the Projects under any Loan Document or other transfer of a title to any of the Projects in extinguishment in whole or in part of the Obligations, all right, title and interest of the Loan Party in and to the insurance policies then in force concerning such Project and all proceeds payable thereunder shall thereupon vest in the Administrative Agent (provided all First Lien Obligations under the First Lien Facility have been paid in full) or the purchaser at such foreclosure or other transferee in the event of such other transfer of title.

13. Notice of Injurious Exposure to Conditions. It is agreed that failure of any agent, servant, or employee of the insured other than the owner, partner of any partnership, or an officer of the insured to notify the company of any occurrence of which he has knowledge shall not invalidate the insurance afforded by this policy as respects the named insured and additional insureds.

14. No Coinsurance. All insurance coverage shall be on a "no coinsurance or self-insurance/replacement cost" basis and in such form (including the form of the loss payable clauses) in accordance with the First Lien Credit Agreement or, following the payment in full of all First Lien Obligations under the First Lien Facility, as shall be acceptable to Administrative Agent and the Second Lien Collateral Agent (which acceptance shall not be unreasonably withheld).

15. Claims Made Forms. In the event that any policy is written on a "claims-made" basis and such policy is not renewed or the retroactive date of such policy is to be changed, the Borrower shall obtain for each such policy or policies the broadest basic and supplemental extended reporting period coverage ("tail" coverage) or prior acts coverage ("nose" coverage) as is reasonably available in the commercial insurance market for each such policy or policies and shall provide Administrative Agent and the Second Lien Collateral Agent with proof that such extended reporting period coverage or prior acts coverage has been obtained.

EXHIBIT A

FORM OF NOTE

$[_____] Dated: [_____]

FOR VALUE RECEIVED, the undersigned, NEW MACH GEN, LLC, a Delaware limited liability company (the "***Borrower***"), HEREBY PROMISES TO PAY [_____], or its registered assigns (the "***Lender***") for the account of its Lending Office (as defined in the Credit Agreement referred to below) on the Termination Date (as defined in the Credit Agreement referred to below) the aggregate principal amount of the Loans (as defined below) owing to the Lender by the Borrower pursuant to the Second Lien Credit and Guaranty Agreement, dated as of [●], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"; terms defined therein, unless otherwise defined herein, being used herein as therein defined), among the Borrower, the Guarantors, the Lenders party thereto, Talen Investment Corporation, as Second Lien Collateral Agent, and Talen Investment Corporation, as Administrative Agent.

The Borrower promises to pay interest on the unpaid principal amount of each Loan from the date of such Loan until such principal amount is paid in full, at such interest rates, and payable at such times, as are specified in the Credit Agreement.

Both principal and interest are payable in lawful money of the United States of America to the Administrative Agent, not later than 11:00 A.M. (New York City time) on the day when due at the Administrative Agent's Account in same day funds. Each Loan owing to the Lender by the Borrower, and all payments made on account of principal thereof, shall be recorded by the Lender and, prior to any transfer hereof, endorsed on the grid attached hereto, which is part of this Note; *provided*, *however*, that the failure of the Lender to make any such recordation or endorsement shall not affect the Obligations of the Borrower under this Note.

This Note is one of the Notes referred to in, and is entitled to the benefits of, the Credit Agreement. The Credit Agreement, among other things, (i) provides for the making of loans (the "***Loans***") by the Lender to or for the benefit of the Borrower from time to time in an aggregate amount not to exceed at any time outstanding the U.S. dollar amount first above mentioned, the indebtedness of the Borrower resulting from each such Loan being evidenced by this Note, and (ii) contains provisions for acceleration of the maturity hereof upon the happening of certain stated events and also for prepayments on account of principal hereof prior to the maturity hereof upon the terms and conditions therein specified. The obligations of the Borrower under this Note and the other Loan Documents, and the obligations of the other Loan Parties under the Loan Documents, are secured by the Collateral as provided in the Loan Documents.

This Note shall be governed by, and construed in accordance with, the laws of the State of New York.

NEW MACH GEN, LLC

By _____
Name:
Title:

LOANS AND PAYMENTS OF PRINCIPAL

Date	Amount of Loan	Amount of Principal Paid or Prepaid	Unpaid Principal Balance	Notation Made By

EXHIBIT B

FORM OF
NOTICE OF BORROWING

NOTICE OF BORROWING

Dated: [_____][1]

Talen Investment Corporation,
as Administrative Agent for the Lenders party
to the Credit Agreement referred to below
1780 Hughes Landing, Suite 800
The Woodlands, TX 77380
Attention: General Counsel
E-mail: legalservices@talenenergy.com

Ladies and Gentlemen:

The undersigned, NEW MACH GEN, LLC, a Delaware limited liability company (the "***Borrower***"), refers to the Second Lien Credit and Guaranty Agreement, dated as of [●], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"; capitalized terms being used herein but which are otherwise undefined having the meaning given to them in the Credit Agreement), among the Borrower, the Guarantors, the Lenders party thereto, Talen Investment Corporation, as Second Lien Collateral Agent, and Talen Investment Corporation, as Administrative Agent, and certain other Persons party thereto from time to time, and hereby gives you notice, irrevocably, pursuant to Section 2.02 of the Credit Agreement that the undersigned hereby requests a Borrowing under the Credit Agreement (the "***Proposed Borrowing***"), and in connection with such request the Borrower sets forth below the information relating to the Proposed Borrowing as required by Section 2.02 of the Credit Agreement:

(i) The Business Day of the Proposed Borrowing is [_____], 20[__].

(iii) The aggregate amount of the Proposed Borrowing is $[_____].

(iv) The initial Interest Period for the Proposed Borrowing shall commence on the Business Day of the Proposed Borrowing and shall end on [_____], 20[__].

The undersigned, solely on behalf of the Borrower and not in any individual capacity, hereby certifies that the following statements are true on the date hereof, and will be true on the date of the Proposed Borrowing:

(A) The representations and warranties contained in each Loan Document are true and correct in all material respects on and as of the date of the Proposed Borrowing, before and after giving effect to the Proposed Borrowing (and the application of the proceeds therefrom), as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date); *provided*, that if a representation and warranty is qualified as to materiality, with respect to such representation and warranty, the materiality qualifier set forth in this clause (A) shall be disregarded.

[1] Insert date of Notice of Borrowing, which shall be not later than the third (3rd) Business Day prior to the Proposed Borrowing (or such later date and time as may be agreed in writing prior to such Borrowing by the Administrative Agent), pursuant to Sections 2.02(a) and (b).

(B) No Default has occurred and is continuing, or would result from the Proposed Borrowing (and the application of the proceeds therefrom).

Delivery of an executed counterpart of this Notice of Borrowing by telecopier or other electronic means shall be effective as delivery of an original executed counterpart of this Notice of Borrowing.

Very truly yours,

NEW MACH GEN, LLC

By _____
Name:
Title:

EXHIBIT C

FORM OF
ASSIGNMENT AND ACCEPTANCE

Reference is made to the Second Lien Credit and Guaranty Agreement, dated as of [●], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"; the terms defined therein, unless otherwise defined herein, being used herein as therein defined), among New MACH Gen, LLC, a Delaware limited liability company (the "***Borrower***"), the Guarantors, the Lenders party thereto, Talen Investment Corporation, as Second Lien Collateral Agent, and Talen Investment Corporation, as Administrative Agent.

Each assignor referred to on Schedule 1 hereto (each, an "***Assignor***") and each assignee referred to on Schedule 1 hereto (each, an "***Assignee***") agrees severally with respect to all information relating to it and its assignment hereunder and on Schedule 1 hereto as follows:

(1) Such Assignor hereby sells and assigns, without recourse except as to the representations and warranties made by it herein, to such Assignee, and such Assignee hereby purchases and assumes from such Assignor, an interest in and to such Assignor's rights and obligations under the Credit Agreement as of the date hereof equal to the percentage interest specified on Schedule 1 hereto of all outstanding rights and obligations under the Credit Agreement. After giving effect to such sale and assignment, such Assignee's Commitments and the amount of the Loans owing to such Assignee will be as set forth on Schedule 1 hereto.

(2) Such Assignor (i) represents and warrants that its name set forth on Schedule 1 hereto is its legal name, that it is the sole legal and beneficial owner of the interest or interests being assigned by it hereunder and that such interest or interests are free and clear of any adverse claim, including, without limitation, any Lien, participation or other legal or beneficial interest of another Person; (ii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with any Loan Document by any Person other than Assignor or the execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, any Loan Document or any other instrument or document furnished pursuant thereto; (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under any Loan Document or any other instrument or document furnished pursuant thereto; and (iv) attaches the Note or Notes (if any) held by such Assignor and requests that the Administrative Agent exchange such Note or Notes for a new Note or Notes payable to the order of such Assignee in an amount equal to the aggregate Loans purchased and, if applicable, Commitments assumed by such Assignee pursuant hereto, or new Notes payable to the order of such Assignee in an amount equal to the aggregate Loans purchased and, if applicable, Commitments assumed by such Assignee pursuant hereto and to the order of such Assignor in an amount equal to the aggregate Loans and, if applicable, Commitments retained by such Assignor under the Credit Agreement, respectively, as specified on Schedule 1 hereto.

(3) Such Assignee (i) confirms that it has received a copy of the Credit Agreement, together with copies of the financial statements referred to in Section 4.01(h) thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance; (ii) agrees that it will, independently and without reliance upon any Agent, any Assignor or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iii) represents and warrants that its name set forth on Schedule 1 hereto is

its legal name; (iv) confirms that it is an Eligible Assignee; (v) appoints and authorizes each Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Loan Documents as are delegated to such Agent by the terms thereof, together with such powers and discretion as are reasonably incidental thereto; (vi) agrees that it will perform in accordance with their terms all of the obligations that by the terms of the Credit Agreement are required to be performed by it as a Lender; and (vii) attaches any U.S. Internal Revenue Service forms required under Section 2.11 of the Credit Agreement.

(4) Following the execution of this Assignment and Acceptance, it will be delivered to the Administrative Agent for acceptance and recording by the Administrative Agent. The effective date for this Assignment and Acceptance (the "***Effective Date***") shall be the date of acceptance hereof by the Administrative Agent, unless otherwise specified on Schedule 1 hereto.

(5) Upon such acceptance and recording by the Administrative Agent, as of the Effective Date, (i) such Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Acceptance, have the rights and obligations of a Lender thereunder and (ii) such Assignor shall, to the extent provided in this Assignment and Acceptance, relinquish its rights and be released from its obligations under the Credit Agreement (other than its rights and obligations under the Loan Documents that are specified under the terms of such Loan Documents to survive the payment in full of the Obligations of the Loan Parties under the Loan Documents to the extent any claim thereunder relates to an event arising prior to the Effective Date of this Assignment and Acceptance) and, if this Assignment and Acceptance covers all of the remaining portion of the rights and obligations of such Assignor under the Credit Agreement, such Assignor shall cease to be a party thereto.

(6) Upon such acceptance and recording by the Administrative Agent, from and after the Effective Date, the Administrative Agent shall make all payments under the Credit Agreement and the other Loan Documents in respect of the interest assigned hereby (including, without limitation, all payments of principal, interest and commitment fees with respect thereto) to such Assignee. Such Assignor and such Assignee shall make all appropriate adjustments in payments under the Credit Agreement and the other Loan Documents for periods prior to the Effective Date directly between themselves.

(7) This Assignment and Acceptance shall be governed by, and construed in accordance with, the laws of the State of New York.

(8) This Assignment and Acceptance may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of Schedule 1 to this Assignment and Acceptance by telecopier or other electronic means shall be effective as delivery of an original executed counterpart of this Assignment and Acceptance.

IN WITNESS WHEREOF, each Assignor and each Assignee have caused Schedule 1 to this Assignment and Acceptance to be executed by their officers thereunto duly authorized as of the date specified thereon.

SCHEDULE 1
TO
ASSIGNMENT AND ACCEPTANCE

ASSIGNORS:					
Percentage interest assigned	%	%	%	%	%
Commitment assigned	$	$	$	$	$
Aggregate outstanding principal amount of Loans assigned	$	$	$	$	$
Principal amount of Note payable to Assignor	$	$	$	$	$

ASSIGNEES:					
Percentage interest assumed	%	%	%	%	%
Commitment assumed	$	$	$	$	$
Aggregate outstanding principal amount of Loans assumed	$	$	$	$	$
Principal amount of Note payable to **Assignee**	$	$	$	$	$

Effective Date (if other than date of acceptance by Administrative Agent):

[1][_____], 20[__]

Assignors

_____, as Assignor
[Type or print legal name of Assignor]

By _____
Title:

Dated: _____, 20__

_____, as Assignor
[Type or print legal name of Assignor]

By _____
Title:

Dated: _____, 20__

_____, as Assignor
[Type or print legal name of Assignor]

By _____
Title:

Dated: _____, 20__

[1] This date should be no earlier than five (5) Business Days after the delivery of this Assignment and Acceptance to the Administrative Agent.

Assignees

_____, as Assignee
[Type or print legal name of Assignee]

By _____
Title:

Dated: _____, 20__
Lending Office:

_____, as Assignee
[Type or print legal name of Assignee]

By _____
Title:

Dated: _____, 20__
Lending Office:

Accepted [and Approved] this ____
day of _____, 20__

[2] Talen Investment Corporation,
as Administrative Agent

By _____
Title:

[Approved this ____ day
of _____, 20__

[3]NEW MACH GEN, LLC

By _____
Title:

[2] If required.

[3] If required.

EXHIBIT D-1

FORM OF
CONSENT AND AGREEMENT FOR
COMMODITY HEDGE AND POWER SALE AGREEMENTS

FORM OF SECOND LIEN CONSENT AND AGREEMENT

Dated as of [_____], 20[__]

Among

[_____],

as Contracting Party

and

[_____],

as Company

and

TALEN INVESTMENT CORPORATION,

as Second Lien Collateral Agent

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SECOND LIEN CONSENT AND AGREEMENT[1]

This SECOND LIEN CONSENT AND AGREEMENT, dated as of [_____], 20[_] (this "***Consent***"), is entered into by and among [_____], a [_____] (together with its permitted successors and assigns, the "***Contracting Party***"), Talen Investment Corporation, in its capacity as second lien collateral agent for the Second Lien Secured Parties (together with its successors, designees and assigns in such capacity, the "***Second Lien Collateral Agent***"), and [_____], a [_____] (the "***Company***"). Terms defined in the Intercreditor Agreement referred to below and not otherwise defined herein are used herein as defined in the Intercreditor Agreement.

RECITALS

A. The Company is the owner of the [Athens Project][Millennium Project].

B. [The Borrower, the Company, the other Guarantors][2], the First Lien Administrative Agent, the First Lien Collateral Agent, the Second Lien Administrative Agent, the Second Lien Collateral Agent, the Second Lien LC Support Provider and the other Persons party thereto from time to time have entered into that certain Collateral Agency and Intercreditor Agreement, dated as of [●], 2018 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "***Intercreditor Agreement***"), which sets forth the rights of the Second Lien Secured Parties and the application of any proceeds and certain other matters.

C. The Borrower, the Company, the other Guarantors, the Second Lien Lenders, the Second Lien Collateral Agent, the Second Lien Administrative Agent and the other Persons party thereto from time to time have entered into that certain Second Lien Credit and Guaranty Agreement, dated as of [●], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Second Lien Credit Agreement***").

D. The Borrower, the Company, the other Guarantors and the Second Lien Collateral Agent have entered into that certain Second Lien Security Agreement, dated as of [●], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Second Lien Security Agreement***"), on behalf of and for the benefit of the Second Lien Secured Parties.

E. The Company and the Contracting Party have entered into that certain [**description of relevant Commodity Hedge and Power Sale Agreement**] (in each case, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof, together the "***Assigned Agreement***").

F. It is a requirement under the Second Lien Credit Agreement that the Contracting Party execute and deliver this Consent.

---

1 Prior to distribution to any third party, this Form of Second Lien Consent and Agreement shall be modified to reflect the First Lien Collateral Agent as a party thereto, with substantially the rights and obligations contemplated by the Form of First Lien Consent and Agreement attached as Exhibit F-1 of the First Lien Credit Agreement, in all cases subject to the Intercreditor Agreement.

2 Conform as appropriate based on parties to the Assigned Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree, notwithstanding anything in the Assigned Agreement to the contrary, as follows:

ARTICLE 1

ASSIGNMENT AND AGREEMENT

SECTION 1.1 Consent to Assignment.

(a) The Contracting Party: (i) is hereby notified and acknowledges that the Second Lien Secured Parties have entered into the Second Lien Documents and made or committed to make the extensions of credit contemplated thereby; (ii) consents to the collateral assignment under the Second Lien Security Agreement of all of the Company's right, title and interest in, to and under the Assigned Agreement, including, without limitation, all of the Company's rights to receive payment and all payments due and to become due to the Company under or with respect to the Assigned Agreement (collectively, the "***Assigned Interests***"); (iii) acknowledges that after the Second Lien Collateral Agent delivers to the Contracting Party written notice that a Second Lien Event of Default has occurred and is continuing (a "***Notice of Exclusive Control***"), the Second Lien Collateral Agent may exercise all of the Second Lien Collateral Agent's rights and remedies pursuant to the Second Lien Security Agreement, make all demands, give all notices, take all actions and exercise all rights of the Company under the Assigned Agreement without the consent of the Company; *provided*, *however*, that at no time shall the Contracting Party's or its designees' or successors' respective rights and remedies under the Assigned Agreement be impaired in any way or to any extent, other than as expressly set forth in this Consent or the Intercreditor Agreement.

(b) It is expressly understood that the Contracting Party: (i) shall have no obligation whatsoever to verify or confirm the occurrence of a Second Lien Event of Default, as well as matters related to the delivery of a Notice of Exclusive Control or any other matter related to the Second Lien Security Agreement; (ii) has not reviewed, agreed to or in any way acquiesced to the terms or conditions of the Second Lien Security Agreement other than as expressly set forth herein; and (iii) other than as expressly set forth in this Consent or the Intercreditor Agreement, is not limiting in any way or to any extent its rights and remedies under the Assigned Agreement by executing this Consent.

(c) Prior to the delivery of a Notice of Exclusive Control to the Contracting Party, the Company shall continue to have the right to make all demands, give all notices, take all actions and exercise all of its rights under the Assigned Agreement. Following delivery of a Notice of Exclusive Control, the Company irrevocably agrees that if the instructions given by the Company are inconsistent with the Second Lien Collateral Agent's instructions, the Second Lien Collateral Agent's instructions shall control. The Company agrees that the Contracting Party shall not be liable for following the Second Lien Collateral Agent's instructions after the delivery of a Notice of Exclusive Control.

SECTION 1.2 Transfer of Assigned Interest.

(a) The Contracting Party agrees that, after the Second Lien Collateral Agent has delivered a Notice of Exclusive Control to the Contracting Party pursuant to Section 1.1 above, pursuant to the terms of the Second Lien Security Agreement and the Intercreditor Agreement, the Second Lien Collateral Agent shall have the right to absolutely assign, foreclose or sell the Assigned Interest or any portion thereof to a Permitted Transferee (as defined below). If the Assigned Interest is transferred

pursuant to this Section 1.2, then: (i) the Permitted Transferee shall be substituted for the Company under the Assigned Agreement; and (ii) the Contracting Party shall (1) recognize the Permitted Transferee as its counterparty under the Assigned Agreement and (2) continue to perform the Contracting Party's obligations under the Assigned Agreement in favor of the Permitted Transferee; *provided* that the Permitted Transferee has assumed in writing all of the Company's rights and obligations (including, without limitation, the obligation to cure any then existing payment and performance defaults, but excluding any obligation to cure any then existing performance defaults which by their nature are incapable of being cured) under the Assigned Agreement.

(b) For purposes of this Consent, the Contracting Party may conclusively rely upon notice from the Second Lien Collateral Agent that a Second Lien Event of Default, has occurred, notwithstanding any contrary notice from the Company or any dispute then existing or later arising regarding the existence or effect of such Second Lien Event of Default.

(c) "***Permitted Transferee***" means, in respect of any transfer, assignment or novation permitted hereunder or under the Assigned Agreement (a "***transfer***"), (x) the Second Lien Collateral Agent or an agent on its behalf or (y) if the transfer is not made to the Second Lien Collateral Agent or its agent, any person who: (i) is at least as creditworthy (taking into account any credit support provided by such person) as the Company; (ii) is properly licensed or otherwise authorized to perform the Company's obligations under the Assigned Agreement; and (iii) meets the Contracting Party's customary internal credit policies, as reasonably and consistently applied, solely with respect to the maximum potential credit exposure of the Contracting Party to such person (it being understood that the determination of the amount of such credit exposure shall take into account the then-current creditworthiness of such person (or its successor-in-interest, if any) and any collateral or guarantees posted by or for the benefit of such person); *provided*, *however*, that this restriction shall not apply if such person's or its guarantor's senior, unsubordinated, unsecured debt has a credit rating of at least "BBB-" from Standard & Poor's Rating Group (a division of McGraw-Hill, Inc.) or its successor ("***S&P***), or "Baa3" from Moody's Investor Services, or its successor ("***Moody's***"), whichever is lower.

SECTION 1.3 Right to Cure. If the Company defaults in the performance of any of its obligations under the Assigned Agreement, or upon the occurrence or non-occurrence of any event or condition under the Assigned Agreement which would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable the Contracting Party to terminate or suspend its performance under the Assigned Agreement (each hereinafter a "***default***"), subject to Section 1.4 below, the Contracting Party shall not terminate or suspend its performance under the Assigned Agreement until it Second gives written notice of such default to the Second Lien Collateral Agent and affords the Second Lien Collateral Agent or its designee a period of:

(a) in the case of monetary defaults thirty (30) calendar days from the later of: (i) receipt of such notice to cure such default; or (ii) the expiration of the applicable cure period provided in the Assigned Agreement for the Company to cure such default;

(b) in the case of non-monetary defaults [one hundred eighty] ([180]) calendar days from the later of: (i) receipt of such notice to cure such default; or (ii) the expiration of the applicable cure period, if any, provided in the Assigned Agreement for the Company to cure such default, so long as the Second Lien Collateral Agent or its designee has commenced and is diligently pursuing appropriate action to cure such default;

(c) subject to Section 1.3(d) below, in the case of the Company becoming subject to any of the events specified in [Section 5(a)(vii)][3] of the Assigned Agreement ("***Bankruptcy***"), thirty (30)

[3] Subject to the relevant Commodity Hedge and Power Sale Agreement.

calendar days from the date of filing or commencing such Bankruptcy proceedings (the "***Forbearance Period***"); *provided* that the Company or bankruptcy trustee has, during the Forbearance Period: (A) obtained a final court order in a form and substance reasonably acceptable to the Contracting Party approving under Section 365 of the U.S. Bankruptcy Code the assumption of the Assigned Agreement; and (B) cured all outstanding defaults promptly and continues to perform the Assigned Agreement, then the event of default caused by the Bankruptcy shall be deemed "cured"; *provided*, *further*, that the Contracting Party shall continue to have all rights and remedies available under the Assigned Agreement with respect to any Bankruptcy or other defaults subsequent to assumption of the Assigned Agreement in accordance with the Assigned Agreement and subject to provisions of this Section 1.3; and

(d) notwithstanding anything to the contrary, if the Company is subject to a Bankruptcy under Chapter 7 of the U.S. Bankruptcy Code, zero (0) days (such that there is no cure period).

SECTION 1.4 No Termination. The Contracting Party agrees that it shall not, without the prior written consent of the Second Lien Collateral Agent: (i) terminate, cancel or suspend its performance under the Assigned Agreement following and during the continuation of an event of default by the Company thereunder (unless it has given the Second Lien Collateral Agent notice and an opportunity to cure in accordance with Section 1.3 hereof); or (ii) assign or transfer any of its rights or obligations under the Assigned Agreement.

SECTION 1.5 Replacement Agreement. In the event the Assigned Agreement is rejected or terminated as a result of Bankruptcy, the Contracting Party shall, at the option of the Second Lien Collateral Agent exercised within twenty (20) calendar days from the day of filing or commencing such Bankruptcy proceedings, enter into a replacement agreement with the Second Lien Collateral Agent or a Permitted Transferee, *provided* that: (a) the term under such replacement agreement shall be no longer than the remaining balance of the term specified in the Assigned Agreement; (b) upon execution of such replacement agreement, the Second Lien Collateral Agent or a Permitted Transferee cures any outstanding payment and performance defaults under the Assigned Agreement, excluding any performance defaults which by their nature are incapable of being cured; and (c) such replacement agreement, including any credit support provisions related thereto, is reasonably acceptable to the Contracting Party in form and substance.

SECTION 1.6 Limitations on Liability. The Contracting Party acknowledges and agrees that Second Lien Collateral Agent shall not have any liability or obligation under the Assigned Agreement as a result of this Consent, any other Second Lien Loan Document or otherwise, nor shall the Second Lien Collateral Agent be obligated or required to: (a) perform any of the Company's obligations under the Assigned Agreement, except during any period in which the Second Lien Collateral Agent has assumed the Company's rights and obligations under the Assigned Agreement pursuant to this Consent; or (b) take any action to collect or enforce any claim for payment assigned under the Second Lien Security Agreement. If the Second Lien Collateral Agent has assumed the Company's rights and obligations under the Assigned Agreement pursuant to Section 1.2 above or has entered into a new agreement pursuant to Section 1.5 above, the Second Lien Collateral Agent's liability to the Contracting Party under the Assigned Agreement or such new agreements, and the sole recourse of the Contracting Party in seeking enforcement of the obligations under such agreements, shall be limited to the interest of the Second Lien Collateral Agent in the [Athens Project][Millennium Project].

SECTION 1.7 Delivery of Notices. The Contracting Party shall deliver to the Second Lien Collateral Agent, concurrently with the delivery thereof to the Company, a copy of each notice, request or demand given by the Contracting Party to the Company pursuant to the Assigned Agreement relating to: (a) a default by the Company under the Assigned Agreement; and (b) any matter that would require the consent of the Second Lien Collateral Agent pursuant to Section 1.4 of this Consent.

SECTION 1.8 Transfer. In connection with or after the exercise of its rights or remedies under any Second Lien Loan Document, and after delivering a Notice of Exclusive Control to the Contracting Party, the Second Lien Collateral Agent shall have the right to transfer its interest in the Assigned Agreement or a new agreement or agreements entered into with the Second Lien Collateral Agent or a Permitted Transferee pursuant to the terms of this Consent for the remainder of the term hereof; *provided* that such Permitted Transferee assumes in writing the obligations of the Company or the Second Lien Collateral Agent, as applicable, under the Assigned Agreement or such new agreement or agreements. Upon such transfer, the Second Lien Collateral Agent shall be released from any further liability under the Assigned Agreement or such new agreement(s) to the extent of the interest transferred.

ARTICLE 2

PAYMENTS UNDER THE ASSIGNED AGREEMENT

SECTION 2.1 Payments. The Contracting Party shall pay all amounts (if any) payable by it under the Assigned Agreement in the manner and as and when required by the Assigned Agreement directly into the account specified on Exhibit A hereto, or to such other person, entity or account as shall be specified from time to time by the Second Lien Collateral Agent to the Contracting Party in writing.

SECTION 2.2 No Offset, Etc. All payments required to be made by the Contracting Party under the Assigned Agreement shall be made without any offset, recoupment, abatement, withholding, reduction or defense whatsoever, other than those allowed by the terms of the Assigned Agreement. For the avoidance of doubt, nothing in this Section 2.2 or this Consent shall preclude Consenting Party from exercising its rights under the Assigned Agreement with respect to netting and setoff.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF THE CONTRACTING PARTY

SECTION 3.1 Representations and Warranties. The Contracting Party hereby represents and warrants, in favor of the Second Lien Collateral Agent, as of the date hereof, that:

(a) The Contracting Party: (i) is a [_____] duly formed and validly existing under the laws of [_____]; (ii) is duly qualified, authorized to do business and in good standing in every jurisdiction necessary to perform its obligations under the Assigned Agreement or this Consent; and (iii) has all requisite power and authority to enter into and to perform its obligations hereunder and under the Assigned Agreement, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby;

(b) the execution, delivery and performance by the Contracting Party of this Consent and the Assigned Agreement have been duly authorized by all necessary corporate or other action on the part of the Contracting Party and do not require any approvals, filings with, or consents of any entity or person which have not previously been obtained or made;

(c) each of this Consent and the Assigned Agreement is in full force and effect, has been duly executed and delivered on behalf of the Contracting Party by the appropriate officers of the Contracting Party, and constitutes the legal, valid and binding obligation of the Contracting Party, enforceable against the Contracting Party in accordance with its terms, except as the enforceability thereof may be limited by: (i) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally; and (ii) general equitable principles (whether considered in a proceeding in equity or at law);

(d) there is no litigation, action, suit, proceeding or investigation pending or (to the best of the Contracting Party's knowledge) threatened against the Contracting Party before or by any court, administrative agency, arbitrator or governmental authority, body or agency which, if adversely determined, individually or in the aggregate: (i) would reasonably be expected to adversely affect the performance by the Contracting Party of its obligations hereunder or under the Assigned Agreement, or which would reasonably be expected to modify or otherwise adversely affect any required approvals, filings or consents which have previously been obtained or made; or (ii) questions the validity, binding effect or enforceability hereof or of the Assigned Agreement, any action taken or to be taken pursuant hereto or thereto or any of the transactions contemplated hereby or thereby;

(e) the execution, delivery and performance by the Contracting Party of this Consent and the Assigned Agreement, and the consummation of the transactions contemplated hereby and thereby, will not result in any violation of, breach of or default under any term of its formation or governance documents, or of any contract or agreement to which it is a party or by which it or its property is bound, or of any license, permit, franchise, judgment, injunction, order, law, rule or regulation applicable to it, other than any such violation, breach or default which could not reasonably be expected to have a material adverse effect on the Contracting Party's ability to perform its obligations under the Assigned Agreement;

(f) neither the Contracting Party nor, to the best of the Contracting Party's knowledge, any other party to the Assigned Agreement, is in default of any of its obligations thereunder;

(g) to the best of the Contracting Party's knowledge: (i) no event of force majeure exists under, and as defined in, the Assigned Agreement; and (ii) no event or condition exists which would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable the Contracting Party to terminate or suspend its obligations under the Assigned Agreement; and

(h) the Assigned Agreement, this Consent, the First Lien Consent and Agreement, dated as of the date hereof, among the Contracting Party, the Company and the First Lien Collateral Agent, and the agreements listed on Exhibit B hereto are the only agreements between the Company and the Contracting Party with respect to the [Athens Project][Millennium Project], and all of the conditions precedent to effectiveness under the Assigned Agreement have been satisfied or waived.

Each of the representations and warranties set forth in this Article 3 shall survive the execution and delivery of this Consent and the consummation of the transactions contemplated hereby.

ARTICLE 4

TERM

SECTION 4.1 Term. This Consent shall terminate upon the satisfaction of all the Company's obligations under the Second Lien Security Agreement and the other Second Lien Loan Documents.

ARTICLE 5

MISCELLANEOUS

SECTION 5.1 Notices. All notices and other communications provided for hereunder shall be either (i) in writing (including telegraphic, telecopier or telex communication) and mailed, telegraphed, telecopied, telexed or otherwise delivered or (ii) by electronic mail (if electronic mail addresses are designated as provided below) confirmed immediately in writing: in the case of the Second Lien Collateral Agent, addressed to it at its address specified in the Intercreditor Agreement; in the case of the Company, to the Borrower at its address specified in the Intercreditor Agreement; and in the case of the

Contracting Party, addressed to it at [_____], Attention: [_____], Fax [_____], E-mail Address: [_____]; or, as to any party, at such other address as shall be designated by such party in a written notice to the other parties. All such notices and other communications shall, when mailed, telegraphed, telecopied, telexed, sent by electronic mail or otherwise, be effective when deposited in the mails, delivered to the telegraph company, telecopied, confirmed by telex answerback, sent by electronic mail and confirmed in writing, or otherwise delivered (or confirmed by a signed receipt), respectively, addressed as aforesaid; except that notices and other communications to the Second Lien Collateral Agent shall not be effective until received by the Second Lien Collateral Agent. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this Consent shall be effective as delivery of an original executed counterpart thereof.

SECTION 5.2 Governing Law; Submission to Jurisdiction. This Consent shall be governed by, and construed in accordance with, the laws of the State of New York.

(a) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Consent or any of the other Second Lien Loan Documents to which it is a party, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York State court or, to the fullest extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Consent shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Consent or any of the other Second Lien Loan Documents in the courts of any jurisdiction.

(b) Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Consent or any of the other Second Lien Loan Documents to which it is a party in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

SECTION 5.3 Execution in Counterparts. This Consent may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Consent by telecopier shall be effective as delivery of an original executed counterpart of this Consent.

SECTION 5.4 Headings Descriptive. The headings of the several sections and subsections of this Consent are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Consent.

SECTION 5.5 Severability. In case any provision in or obligation under this Consent shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 5.6 Amendment, Waiver. Neither this Consent nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by the Contracting Party and the Second Lien Collateral Agent.

SECTION 5.7 Successors and Assigns. This Consent shall bind and benefit the Contracting Party, the Second Lien Collateral Agent, and their respective successors and assigns.

SECTION 5.8 Third Party Beneficiaries. The Contracting Party and the Second Lien Collateral Agent hereby acknowledge and agree that the Second Lien Secured Parties are intended third party beneficiaries of this Consent.

SECTION 5.9 Waiver of Jury Trial. Each of the Company, the Contracting Party and the Second Lien Collateral Agent irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Consent or any of the Second Lien Loan Documents, the Second Lien Loans or the actions of any Second Lien Secured Party in the negotiation, administration, performance or enforcement thereof.

SECTION 5.10 Entire Agreement. This Consent and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings between the parties hereto in respect of the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Consent and any such agreement, document or instrument (including, without limitation, the Assigned Agreement), the terms, conditions and provisions of this Consent shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto, by their officers duly authorized, intending to be legally bound, have caused this Consent to be duly executed and delivered as of the date first above written.

[SIGNATURE BLOCKS TO COME]

Exhibit A to
the Consent

Payment Instructions

Any and all amounts owed to the Company shall be paid to the following account:

[_____][1]
ABA No.: [_____]
Account No.: [_____]
Account Name: [_____]
Attention: [_____]

The Second Lien Collateral Agent shall be permitted to modify the account information set forth above upon five (5) days' prior written notice to the Contracting Party and the Company.

[1] Enter account details for the Revenue Account (as defined in the Security Deposit Agreement).

Exhibit B to
the Consent

Other Agreements

[TO BE PROVIDED]

EXHIBIT D-2

FORM OF
CONSENT AND AGREEMENT FOR
OTHER MATERIAL CONTRACTS

FORM OF SECOND LIEN CONSENT AND AGREEMENT

Dated as of [_____], 20[__]

Among

[_____],

as Contracting Party

and

[_____],

as Company

and

TALEN INVESTMENT CORPORATION,

as Second Lien Collateral Agent

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SECOND LIEN CONSENT AND AGREEMENT[1]

This SECOND LIEN CONSENT AND AGREEMENT, dated as of [_____], 20[_] (this "***Consent***"), is entered into by and among [_____], a [_____] (together with its permitted successors and assigns, the "***Contracting Party***"), Talen Investment Corporation, in its capacity as second lien collateral agent for the Second Lien Secured Parties (together with its successors, designees and assigns in such capacity, the "***Second Lien Collateral Agent***"), and [_____], a [_____] (the "***Company***")[21]. Terms defined in the Intercreditor Agreement referred to below and not otherwise defined herein are used herein as defined in the Intercreditor Agreement.

RECITALS

A. The Company is the owner of the [Athens Project][Millennium Project].[3]

B. [The Borrower, the Company, the other Guarantors][4], the First Lien Administrative Agent, the First Lien Collateral Agent, the Second Lien Administrative Agent, the Second Lien Collateral Agent, the Second Lien LC Support Provider and the other Persons party thereto from time to time have entered into that certain Collateral Agency and Intercreditor Agreement, dated as of [●], 2018 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "***Intercreditor Agreement***"), which sets forth the rights of the Second Lien Secured Parties and the application of any proceeds and certain other matters.

C. The Borrower, the Company, the other Guarantors, the Second Lien Lenders, the Second Lien Collateral Agent, the Second Lien Administrative Agent and the other Persons party thereto from time to time have entered into that certain Second Lien Credit and Guaranty Agreement, dated as of [●], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Second Lien Credit Agreement***").

D. The Borrower, the Company, the other Guarantors and the Second Lien Collateral Agent have entered into that certain Second Lien Security Agreement, dated as of [●], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Second Lien Security Agreement***"), on behalf of and for the benefit of the Second Lien Secured Parties.

E. The Company and the Contracting Party have entered into that certain [**description of relevant Material Contract**] (in each case, as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof, together the "***Assigned Agreement***").

F. It is a requirement under the Second Lien Credit Agreement that the Contracting Party execute and deliver this Consent.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally

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1 Prior to distribution to any third party, this Form of Second Lien Consent and Agreement shall be modified to reflect the First Lien Collateral Agent as a party thereto, with substantially the rights and obligations contemplated by the Form of First Lien Consent and Agreement attached as Exhibit F-2 of the First Lien Credit Agreement, in all cases subject to the Intercreditor Agreement.

2 Include additional Loan Parties as appropriate based on parties to the Assigned Agreement.

3 Update as appropriate based on Loan Parties that are party to this Consent.

4 Update as appropriate based on Loan Parties that are party to this Consent.

bound, the parties hereto hereby agree, notwithstanding anything in the Assigned Agreement to the contrary, as follows:

ARTICLE 1.

ASSIGNMENT AND AGREEMENT

SECTION 1.1 Consent to Assignment.

(a) The Contracting Party hereby irrevocably consents to the pledge, transfer and assignment to the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties of, and the grant to the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties, of a lien on and security interest in, all of the Company's right, title and interest in, to and under the Assigned Agreement pursuant to the terms and conditions of the Collateral Documents, as collateral security for all of the obligations of the Company secured or purported to be secured by the Collateral Documents. In the event that the Second Lien Collateral Agent or any of its designees or assignees elects to succeed to the Company's interest under the Assigned Agreement, the Second Lien Collateral Agent or such designee or assignee may elect by written notice delivered to the Contracting Party to assume the Company's rights and obligations under the Assigned Agreement, including any payment obligations under the Assigned Agreement theretofore accrued but excluding any other obligations or liabilities that may have accrued prior to such foreclosure or assignment (any right in respect of such excluded obligation being hereby expressly waived by the Contracting Party). Until such time as the Second Lien Collateral Agent gives written notice as provided herein, the Contracting Party shall, except as otherwise provided in this Consent, continue to deal directly with the Company with respect to its obligations to the Company under the Assigned Agreement. Notwithstanding anything else herein, the assignment of the Assigned Agreement pursuant to this Section 1.1 shall not relieve the Company of any obligations arising under the Assigned Agreement. Upon the exercise (as contemplated above) by the Second Lien Collateral Agent, or any Second Lien Secured Party (or any of their respective designees or assignees) of any of the remedies under the Collateral Documents in respect of the Assigned Agreement, the Second Lien Collateral Agent or any Second Lien Secured Party (or any of their respective designees or assignees) may assign its rights and interests and the rights and interests of the Company under the Assigned Agreement to any other Person if such Person shall assume liability for all of the obligations of the Company, including any payment obligations, under the Assigned Agreement theretofore accrued but excluding any other obligations or liabilities that may have accrued prior to such foreclosure or assignment (any right in respect of such excluded obligation being hereby expressly waived by the Contracting Party).

SECTION 1.2 Right to Cure.

(a) In the event of a default by the Company in the performance of any of its obligations under the Assigned Agreement, or upon the occurrence or non-occurrence of any event or condition under the Assigned Agreement which would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable the Contracting Party to terminate or suspend its obligations under the Assigned Agreement, the Contracting Party shall not terminate the Assigned Agreement until it first gives the Second Lien Collateral Agent written notice of the default and permits the Second Lien Collateral Agent to cure the default within a period of 180 days after the later of (i) notice of default having been given to the Second Lien Collateral Agent by the Contracting Party and (ii) the expiration of the applicable cure period provided in the Assigned Agreement for the Company to cure the default.

(b) In connection with any cure of the Company's default under the Assigned Agreement or any assumption by the Second Lien Collateral Agent or any Second Lien Secured Party of

the Company's liabilities thereunder, only those obligations and liabilities arising expressly under the Assigned Agreement shall be required to be cured or assumed, as the case may be, and there shall be no obligation by the Second Lien Collateral Agent or any Second Lien Secured Party to cure or assume any non-contractual liability that may have arisen.

SECTION 1.3 No Termination. The Contracting Party will not, without the prior written consent of the Second Lien Collateral Agent, (i) cancel or terminate or suspend performance under the Assigned Agreement or consent to or accept any cancellation, termination or suspension thereof, or its performance thereunder, or (ii) amend, amend and restate, supplement or otherwise modify the Assigned Agreement, except, in each case, to the extent otherwise permitted under the Second Lien Documents.

SECTION 1.4 Replacement Agreement. In the event that (i) the Assigned Agreement is rejected by a trustee, liquidator, debtor-in-possession or similar Person in any bankruptcy, insolvency or similar proceeding involving the Company; (ii) the Assigned Agreement is terminated as a result of any bankruptcy, insolvency, or similar proceeding involving the Contracting Party; or (iii) the assignment by way of security of the Assigned Agreement hereunder is ineffective or challenged for any reason whatsoever; and if within 180 days after such rejection, termination, ineffectiveness or challenge, the Second Lien Collateral Agent or any Second Lien Secured Party (or any of their respective designees or assignees) shall so request and shall certify in writing to the Contracting Party that it or they intend to perform the obligations of the Company as and to the extent required under the Assigned Agreement (as if the Assigned Agreement had not been rejected or terminated, but otherwise only to the extent such obligations would be undertaken had such Person succeeded to the Company thereunder pursuant to clause (i) above), the Contracting Party will execute and deliver to the Second Lien Collateral Agent or such Second Lien Secured Party (or their respective designees or assignees) a replacement contract (the "***Replacement Assigned Agreement***") for the balance of the remaining term under the original Assigned Agreement before giving effect to such rejection or termination and such Replacement Assigned Agreement shall contain the same conditions, agreements, terms, provisions and limitations as the original Assigned Agreement (except for any requirements which have been fulfilled by the Company and the Contracting Party prior to such rejection, termination, ineffectiveness or challenge or which are not required to be undertaken by such Person as aforesaid) and in such case, reference in this Consent to the "***Assigned Agreement***" shall be deemed also to refer to the Replacement Assigned Agreement in replacement of the Assigned Agreement. The Contracting Party hereby indemnifies the Second Lien Collateral Agent and each Second Lien Secured Party from and against any liability, loss, costs or damages that may be suffered by the Second Lien Collateral Agent or any Second Lien Secured Party as a result of a breach by the Contracting Party of its obligations hereunder.

SECTION 1.5 Limitation on Liability. The Contracting Party acknowledges and agrees that the Second Lien Collateral Agent shall not have any liability or obligation under the Assigned Agreement as a result of this Consent, any other Second Lien Loan Document or otherwise, nor shall the Second Lien Collateral Agent be obligated or required to: (a) perform any of the Company's obligations under the Assigned Agreement, except during any period in which the Second Lien Collateral Agent has assumed the Company's rights and obligations under the Assigned Agreement pursuant to this Consent; or (b) take any action to collect or enforce any claim for payment assigned under the Second Lien Security Agreement. If the Second Lien Collateral Agent has assumed the Company's rights and obligations under the Assigned Agreement pursuant to Section 1.1 above or has entered into a new agreement pursuant to Section 1.4 above, the Second Lien Collateral Agent's liability to the Contracting Party under the Assigned Agreement or such new agreements, and the sole recourse of the Contracting Party in seeking enforcement of the obligations under such agreements, shall be limited to the interest of the Second Lien Collateral Agent in the [Athens Project][Millennium Project][the Projects].

SECTION 1.6 Delivery of Notices. The Contracting Party shall deliver to the Second Lien Collateral Agent, concurrently with the delivery thereof to the Company, a copy of each notice, request or demand given by the Contracting Party pursuant to the Assigned Agreement.

ARTICLE 2.

PAYMENTS UNDER THE ASSIGNED AGREEMENT

SECTION 2.1 Payments. The Contracting Party shall pay all amounts (if any) payable by it under the Assigned Agreement in the manner and as and when required by the Assigned Agreement directly into the account specified on Exhibit A hereto, or to such other person, entity or account as shall be specified from time to time by the Second Lien Collateral Agent to the Contracting Party in writing.

SECTION 2.2 No Offset, Etc. All payments required to be made by the Contracting Party under the Assigned Agreement shall be made without any offset, recoupment, abatement, withholding, reduction or defense whatsoever, other than those allowed by the terms of the Assigned Agreement. For the avoidance of doubt, nothing in this Section 2.2 or this Consent shall preclude Consenting Party from exercising its rights under the Assigned Agreement with respect to netting and setoff.

ARTICLE 3.

REPRESENTATIONS AND WARRANTIES

SECTION 3.1 Representations and Warranties. The Contracting Party hereby represents and warrants to the Second Lien Collateral Agent and each of the Second Lien Secured Parties:

(a) The Contracting Party is duly organized under the laws of the jurisdiction of its formation and is duly qualified to do business and is in good standing in all jurisdictions where necessary in light of the business it conducts and the property it owns and the business that it intends to conduct and the property that it intends to own in light of the transactions contemplated by the Assigned Agreement and this Consent.

(b) The Contracting Party has the full power, authority and legal right to execute, deliver and perform its obligations under this Consent and under the Assigned Agreement. The execution, delivery and performance by the Contracting Party of this Consent and the Assigned Agreement and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate, shareholder and governmental action. This Consent and the Assigned Agreement have been duly executed and delivered by the Contracting Party and constitute the legal, valid and binding obligations of the Contracting Party, enforceable against the Contracting Party in accordance with their respective terms.

(c) The execution, delivery and performance by the Contracting Party of this Consent and the Assigned Agreement do not and will not (i) require any consent or approval of the board of directors (or similar body) of the Contracting Party or any shareholder of the Contracting Party or of any other Person which has not been obtained and each such consent or approval that has been obtained has not been modified and is in full force and effect, (ii) result in, or require the creation or imposition of any lien, security interest, charge or encumbrance upon or with respect to any of the assets or properties now owned or hereafter acquired by the Contracting Party, (iii) violate any provision of any law, rule, regulation, order, writ, judgment, decree, determination or award having applicability to the Contracting Party or any provision of the certificate of incorporation or bylaws or other constitutive documents of the Contracting Party or (iv) conflict with, result in a breach of, or constitute a default under, any provision of the certificate of incorporation, bylaws or other constituent documents or any resolution of the board of

directors (or similar body) of the Contracting Party or any indenture or loan or credit agreement or any other agreement, lease or instrument to which it is a party or by which it or its properties and assets are bound or affected. The Contracting Party is not in violation of any such law, rule, regulation, order, writ, judgment, decree, determination or award referred to in clause (iii) above or its certificate of incorporation or bylaws or other constitutive documents or in breach of or default under any provision of its certificate of incorporation or bylaws other constitutive documents or any agreement, lease or instrument referred to in clause (iv) above.

(d) Each governmental approval required for the execution, delivery or performance of this Consent and the Assigned Agreement by the Contracting Party has been validly issued and duly obtained, taken or made, is not subject to any condition, does not impose restrictions or requirements inconsistent with the terms hereof or thereof, as the case may be, is in full force and effect and is not subject to appeal. The Contracting Party has no reason to believe that any governmental approval that has been issued will be revoked, modified, suspended or not renewed on substantially the same terms as are currently in effect.

(e) There is no action, suit or proceeding at law or in equity by or before any governmental authority, arbitral tribunal or other body now pending or, to the best knowledge of the Contracting Party, threatened against or affecting the Contracting Party or any of its properties, rights or assets which (i) if adversely determined, individually or in the aggregate, could reasonably be expected to have a material adverse effect on its ability to perform its obligations under the Assigned Agreement or this Consent or (ii) affects the validity, binding effect or enforceability of the Assigned Agreement or this Consent or any action taken or to be taken pursuant hereto or thereto or any of the transactions contemplated hereby or thereby.

(f) Neither the Contracting Party nor, to the best knowledge of the Contracting Party, the Company, is in default of any of their respective obligations under the Assigned Agreement. The Contracting Party and, to the best knowledge of the Contracting Party, the Company have complied with all conditions precedent to their respective obligations to perform under the Assigned Agreement. No event or condition exists which would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable the Contracting Party, or, to the best knowledge of the Contracting Party, the Company, to terminate or suspend the Contracting Party's obligations under the Assigned Agreement.

(g) That each representation and warranty made by the Contracting Party in the Assigned Agreement is true and correct as of the date of this Consent (or, if stated to have been made solely as of an earlier date, each such representation and warranty was true and correct as of such earlier date).

(h) Each of the representations and warranties set forth in this Article 3 shall survive the execution and delivery of this Consent and the consummation of the transactions contemplated hereby.

ARTICLE 4.

TERM

SECTION 4.1 Term. This Consent shall terminate upon the satisfaction of all the Company's obligations under the Second Lien Security Agreement and the other Second Lien Loan Documents.

ARTICLE 5.

MISCELLANEOUS

SECTION 5.1 Notices. All notices and other communications provided for hereunder shall be either (i) in writing (including telegraphic, telecopier or telex communication) and mailed, telegraphed, telecopied, telexed or otherwise delivered or (ii) by electronic mail (if electronic mail addresses are designated as provided below) confirmed immediately in writing: in the case of the Second Lien Collateral Agent, addressed to it at its address specified in the Intercreditor Agreement; in the case of the Company, to the Company at its address specified in the Intercreditor Agreement; and in the case of the Contracting Party, addressed to it at [_____], Attention: [_____], Fax [_____], E-mail Address: [____]; or, as to any party, at such other address as shall be designated by such party in a written notice to the other parties. All such notices and other communications shall, when mailed, telegraphed, telecopied, telexed, sent by electronic mail or otherwise, be effective when deposited in the mails, delivered to the telegraph company, telecopied, confirmed by telex answerback, sent by electronic mail and confirmed in writing, or otherwise delivered (or confirmed by a signed receipt), respectively, addressed as aforesaid; except that notices and other communications to the Second Lien Collateral Agent shall not be effective until received by the Second Lien Collateral Agent. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this Consent shall be effective as delivery of an original executed counterpart thereof.

SECTION 5.2 Governing Law; Submission to Jurisdiction. This Consent shall be governed by, and construed in accordance with, the laws of the State of New York. Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Consent or any of the other Second Lien Loan Documents to which it is a party, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York State court or, to the fullest extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Consent shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Consent or any of the other Second Lien Loan Documents in the courts of any jurisdiction. Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Consent or any of the other Second Lien Loan Documents to which it is a party in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

SECTION 5.3 Execution in Counterparts. This Consent may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Consent by telecopier shall be effective as delivery of an original executed counterpart of this Consent.

SECTION 5.4 Headings Descriptive. The headings of the several sections and subsections of this Consent are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Consent.

SECTION 5.5 Severability. In case any provision in or obligation under this Consent shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 5.6 Amendment, Waiver. Neither this Consent nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by the Contracting Party and the Second Lien Collateral Agent.

SECTION 5.7 Successors and Assigns. This Consent shall bind and benefit the Contracting Party, the Second Lien Collateral Agent, and their respective successors and assigns.

SECTION 5.8 Third Party Beneficiaries. The Contracting Party and the Second Lien Collateral Agent hereby acknowledge and agree that the Second Lien Secured Parties are intended third party beneficiaries of this Consent.

SECTION 5.9 Exercise of Rights. No failure or delay on the part of the Contracting Party, the Company, the Second Lien Collateral Agent, any Second Lien Secured Party or any of their respective agents or designees to exercise, and no course of dealing with respect to, any right, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise of any other right, power or privilege.

SECTION 5.10 Remedies. The remedies of the Second Lien Collateral Agent and each of its designees or assignees provided herein are cumulative and not exclusive of any remedies provided by law. In addition, the Second Lien Collateral Agent may exercise its rights in respect of the Assigned Agreement in such order as the Second Lien Collateral Agent may deem expedient.

SECTION 5.11 Waiver of Jury Trial. Each of the Company, the Contracting Party and the Second Lien Collateral Agent irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Consent or any of the Second Lien Loan Documents, the Second Lien Loans or the actions of any Second Lien Secured Party in the negotiation, administration, performance or enforcement thereof.

SECTION 5.12 Entire Agreement. This Consent and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings between the parties hereto in respect of the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Consent and any such agreement, document or instrument (including, without limitation, the Assigned Agreement), the terms, conditions and provisions of this Consent shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto, by their officers duly authorized, intending to be legally bound, have caused this Consent to be duly executed and delivered as of the date first above written.

[SIGNATURE BLOCKS TO COME]

Schedule 1 to
the Consent

Assigned Agreement

[TO BE ATTACHED]

Exhibit A to
the Consent

Payment Instructions

Any and all amounts owed to the Company shall be paid to the following account:

[_____]
ABA No.: [_____][1]
Account No.: [_____]
Account Name: [_____]]
Attention: [_____]

The Second Lien Collateral Agent shall be permitted to modify the account information set forth above upon five (5) days' prior written notice to the Contracting Party and the Company.

[1] Enter account details for the Revenue Account (as defined in the Security Deposit Agreement).

Exhibit M-2
to the
Restructuring Support Agreement

NEW LC SUPPORT AGREEMENT

LC SUPPORT AGREEMENT

THIS LC SUPPORT AGREEMENT, dated as of [●], 2018 (the "***Effective Date***"), is entered into among NEW MACH GEN, LLC (the "***Company***"), the Guarantors, TALEN ENERGY SUPPLY, LLC, as LC Provider (the "***LC Provider***"), and TALEN INVESTMENT CORPORATION, as second lien collateral agent (together with any successor collateral agent appointed pursuant to Section 7 of the Intercreditor Agreement, the "***Second Lien Collateral Agent***") for the Second Lien Secured Parties.

PRELIMINARY STATEMENTS:

(1) Each of the Company and the Guarantors is a debtor in a pending case under chapter 11 of the Bankruptcy Code, jointly administered with the corresponding case of each other Company Party, in the United States Bankruptcy Court for the District of Delaware (the "***Bankruptcy Court***").

(2) The Company and Beal Bank USA ("***Beal***") are co-proponents of a prepackaged plan of reorganization of such debtors (the "***Plan of Reorganization***"), which Plan of Reorganization has been confirmed by the Bankruptcy Court by order dated [●], 2018.

(3) The Company previously obtained first lien senior secured credit facilities under that certain Amended and Restated First Lien Credit and Guaranty Agreement, dated as of June 4, 2018, among the Company, the Guarantors, Harquahala, CLMG Corp. ("***CLMG***"), as First Lien Collateral Agent (as defined therein), CLMG, as Administrative Agent (as defined therein), and the Lender Parties (as defined therein) party thereto.

(4) The Company and each Guarantor proposes to emerge from chapter 11 of the Bankruptcy Code as set forth in the Plan of Reorganization;

(5) In connection with emerging from chapter 11 of the Bankruptcy Code as set forth in the Plan of Reorganization, the Company agreed to cause Harquahala to consummate the Harquahala Reorganization;

(6) In order to satisfy certain conditions to effectiveness and consummation of the Plan of Reorganization, the Company has requested that LC Provider provide the Letters of Credit (as hereinafter defined).

(7) The Letters of Credit will be issued to the First Lien Administrative Agent as beneficiary in order to collateralize the letters of credit set forth on Schedule I.

(8) LC Provider has indicated its willingness to agree to make available the Letters of Credit, subject to the terms and conditions of this Agreement.

(9) The parties hereto are entering into this Agreement on the effective date of the Plan of Reorganization and in order to consummate the Plan of Reorganization.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS AND ACCOUNTING TERMS

SECTION 1.01. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"***Acceptable Bank***" means any commercial bank or financial institution listed on Schedule II or otherwise acceptable to the First Lien Administrative Agent in its reasonable discretion, in each case so long as such commercial bank or financial institution maintains an Acceptable Rating.

"***Acceptable Rating***" means a long-term unsecured senior debt rating of at least Baa1 or better by Moody's Investor Service, Inc. or BBB+ by Standard & Poor's Ratings Services.

"***Agreement***" means this LC Support Agreement, as amended.

"***Available Amount***" of any Letter of Credit means, at any time, the maximum amount (whether or not such maximum amount is then in effect under such Letter of Credit if such maximum amount increases periodically pursuant to the terms of such Letter of Credit) available to be drawn under such Letter of Credit at such time (assuming compliance at such time with all conditions to drawing).

"***Bankruptcy Court***" has the meaning specified in the recitals to this Agreement.

"***Bankruptcy Event***" means any Company Party or any of its Subsidiaries shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against any Company Party seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it) that is being diligently contested by it in good faith, either such proceeding shall remain undismissed or unstayed for a period of 60 days or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for, it or any substantial part of its property) shall occur; or any Company Party shall take any corporate action to authorize any of the actions set forth above.

"***Company***" has the meaning specified in the recital of parties to this Agreement.

"***Company Parties***" means the "Loan Parties" as defined in the Second Lien Credit Agreement.

"***Discharge of First Lien Obligations***" has the meaning specified in the Intercreditor Agreement.

"***Effective Date***" has the meaning specified in the recital of parties to this Agreement.

"***Eurodollar Rate***" means, as of any date of determination, the "Eurodollar Rate" then in effect under the First Lien Credit Agreement.

"***Event of Default***" has the meaning specified in Section 4.01.

"***First Lien Administrative Agent***" has the meaning specified in the Intercreditor Agreement.

"***First Lien Credit Agreement***" means that certain Exit First Lien Credit and Guaranty Agreement, dated as of the date hereof, among the Company, the Guarantors, CLMG, as First Lien Collateral Agent (as defined therein), CLMG, as Administrative Agent (as defined therein), and the Lender Parties (as defined therein) party thereto, as amended, amended and restated, supplemented, refinanced, replaced or otherwise modified from time to time in accordance with its terms.

"***L/C Related Documents***" has the meaning set forth in Section 2.03(a).

"***LC Provider***" has the meaning specified in the recital of parties to this Agreement.

"***Letter of Credit***" means an irrevocable letter of credit issued by an Acceptable Bank in favor of the First Lien Administrative Agent in substantially the form attached hereto as Exhibit A or such other form as may be acceptable to the First Lien Administrative Agent in its reasonable discretion.

"***Plan of Reorganization***" has the meaning specified in the recitals to this Agreement.

"***Second Lien Collateral Agent***" has the meaning specified in the recital of parties to this Agreement.

"***Second Lien Credit Agreement***" means that certain Second Lien Credit and Guaranty Agreement, dated as of the date hereof, among the Company, the Guarantors, the Second Lien Collateral Agent, Talen Investment Corporation, as Administrative Agent (as defined therein), and the Lenders (as defined therein) party thereto, as amended, amended and restated, supplemented, refinanced, replaced or otherwise modified from time to time in accordance with its terms.

"***Unreimbursed Obligations***" has the meaning set forth in Section 2.02(c).

SECTION 1.02. Other Definitional Provisions and Rules of Construction.

(a) Capitalized terms used but not defined herein shall have the meaning given to them in the Second Lien Credit Agreement.

(b) Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference.

(c) References to "Sections" and "subsections" shall be to Sections and subsections, respectively, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any references in this Agreement to "Articles" and/or "Sections" which make reference to any particular piece of legislation or statute shall, to the extent that the context implies a reference to any other similar or equivalent legislation as is in effect from time to time in any other applicable jurisdiction, mean the equivalent section in the applicable piece of legislation. Furthermore, where any such reference is meant to apply to such other similar or equivalent legislation where such other similar or equivalent legislation has parallel or like concepts, then such references shall import such parallel or like concepts from such other similar or equivalent legislation, as applicable.

(d) The use in any of the Loan Documents of the word "include" or "including," shall not be construed to be limiting whether or not nonlimiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto.

(e) Unless otherwise expressly provided herein or in the other Loan Documents, references in the Loan Documents to any agreement or contract shall be deemed to be a reference to such agreement or contract as amended, amended and restated, supplemented, replaced or otherwise modified from time to time in accordance with its terms and in compliance with the Loan Documents.

ARTICLE II

LETTER OF CREDIT SUPPORT

SECTION 2.01. Letter of Credit Support. LC Provider agrees, on the terms and conditions set forth herein, to provide (or cause an Affiliate to provide) the Letter of Credit to Beal on or prior to the Effective Date.

SECTION 2.02. Fees and Repayment.

(a) The Company shall pay to the LC Provider a letter of credit fee, payable in arrears quarterly on the last Business Day of each December, March, June and September occurring after the Effective Date, and on demand following the occurrence of an Event of Default, on the average daily aggregate Available Amount during such quarter of all Letters of Credit outstanding from time to time during such quarter at a rate *per annum* equal to the applicable Eurodollar Rate *plus* 2.00%. The Company shall also reimburse the LC Provider, for

its own account, on such Business Days for such commissions, issuance fees, fronting fees, transfer fees, letter of credit fees, and other fees and charges in connection with the issuance, administration and replacement of each Letter of Credit as LC Provider (or any of its Affiliates) shall incur from time to time in connection with the issuance of such Letter of Credit (including fees charged by the issuing bank of such Letter of Credit) (but in any event not to exceed, prior to the Discharge of First Lien Obligations, the amount of reimbursable fees payable by the Company pursuant to Section 2.03(b) of the First Lien Credit Agreement).

(b) The Company shall pay interest on the unpaid principal amount of all Unreimbursed Obligations from the date of the applicable drawing until such principal amount shall be paid in full, at a rate *per annum* equal at all times to the applicable Eurodollar Rate *plus* 2.00%, payable in arrears quarterly on the last Business Day of each December, March, June and September following the Discharge of First Lien Obligations, and on demand following the occurrence of an Event of Default. The Company shall also reimburse the LC Provider, for its own account, on such Business Days for the amount of any interest, fees and other charges that the LC Provider (or any of its Affiliates) shall incur from time to time as a result of such Unreimbursed Obligations (including interest on any loan that is funded in respect of such Unreimbursed Obligations) (but in any event not to exceed, prior to the Discharge of First Lien Obligations, the amount of reimbursable fees payable by the Company pursuant to Section 2.03(b) of the First Lien Credit Agreement).

(c) Following the Discharge of First Lien Obligations, the Company shall pay or reimburse LC Provider for all amounts drawn under a Letter of Credit (any amounts not so reimbursed on the date of the applicable drawing, the "***Unreimbursed Obligations***") and cause each undrawn Letter of Credit to be returned to LC Provider, in each case on the first Business Day following the Discharge of First Lien Obligations.

(d) All payments hereunder shall be made in the lawful currency of the United States, in immediately available funds, without set-off or counterclaim to LC Provider as directed by LC Provider in writing to the Company.

(e) If any withholding or deduction from any payment to be made by the Company under this Agreement is required in respect of any taxes pursuant to any applicable law, rule or regulation, the Company will: (a) pay to the relevant authority the full amount required to be so withheld or deducted; (b) promptly forward to LC Provider an official receipt or other documentation satisfactory to LC Provider evidencing such payment to such authority; and (c) make such payment to LC Provider net of any such withholding deduction.

SECTION 2.03. Obligations Absolute. The Obligations of the Company under this Agreement and any other agreement or instrument relating to any Letter of Credit shall be unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement, the Intercreditor Agreement, the Security Deposit Agreement and such other agreement or instrument under all circumstances, including, without limitation, the following circumstances:

(a) any lack of validity or enforceability of any Loan Document, any Letter of Credit or any other agreement or instrument relating thereto (all of the foregoing being, collectively, the "***L/C Related Documents***");

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations of the Company in respect of any L/C Related Document or any other amendment or waiver of or any consent to departure from all or any of the L/C Related Documents;

(c) the existence of any claim, set-off, defense or other right that the Company may have at any time against any beneficiary or any transferee of a Letter of Credit (or any Persons for which any such beneficiary or any such transferee may be acting), LC Provider, any issuer of a Letter of Credit or any other Person, whether in connection with the transactions contemplated by the L/C Related Documents or any unrelated transaction;

(d) any statement or any other document presented under a Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect;

(e) payment under a Letter of Credit against presentation of a draft, certificate or other document that does not strictly comply with the terms of such Letter of Credit;

(f) any exchange, release or non-perfection of any Collateral or other collateral, or any release or amendment or waiver of or consent to departure from the Guarantees or any other guarantee, for all or any of the Obligations of the Company in respect of the L/C Related Documents; or

(g) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including, without limitation, any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Company or a Guarantor.

ARTICLE III

COVENANTS

SECTION 3.01. Collateral. Subject to and without limiting the terms of the Intercreditor Agreement, the Company Parties shall ensure that at all times the Obligations are secured by a perfected Second Lien (as defined in the Intercreditor Agreement) pursuant to the Second Lien Collateral Documents (as defined in the Intercreditor Agreement) in favor of the Second Lien Collateral Agent on all Property of the Company Parties that is subject to a Lien which secures the obligations under the First Lien Credit Agreement.

SECTION 3.02. Further Assurances. Promptly upon request by LC Provider or the Second Lien Collateral Agent and subject to the terms of the Intercreditor Agreement, the Company Parties shall do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, conveyances, pledge agreements, mortgages,

estoppel and consent agreements of lessors, deeds of trust, trust deeds, assignments, financing statements and continuations thereof, termination statements, notices of assignment, transfers, certificates, assurances and other instruments as LC Provider or the Second Lien Collateral Agent may reasonably require from time to time in order to (i) carry out more effectively the purposes of the Loan Documents, (ii) to the fullest extent permitted by applicable law, subject any Company Party's or any of its Subsidiaries' properties, assets, rights or interests to the Liens now or hereafter intended to be covered by any of the Second Lien Collateral Documents and (iii) perfect and maintain the validity, effectiveness and priority of any of the Second Lien Collateral Documents and any of the Liens intended to be created thereunder.

ARTICLE IV

EVENTS OF DEFAULT

SECTION 4.01. Events of Default. The occurrence of any of the following specified events shall constitute an event of default (each, an "***Event of Default***") by the Company:

(a) Payment of Obligations. The Company shall fail to make a payment in respect of any Obligation when due hereunder and permitted to be paid in accordance with the Security Deposit Agreement, and LC Provider has delivered notice of such failure to the Company.

(b) Cross-Default. Any "Event of Default" occurs under either of the First Lien Credit Agreement or the Second Lien Credit Agreement.

(c) Bankruptcy Event. Any Bankruptcy Event shall have occurred.

SECTION 4.02. Remedies. Subject to the Intercreditor Agreement, in the event an Event of Default occurs, LC Provider may by written notice to Company:

(a) declare all Obligations immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Company, whereupon such Obligations shall forthwith be immediately due and payable;

(b) following the Discharge of First Lien Obligations, make demand upon the Company Parties to, and forthwith upon such demand the Company Parties will, pay to LC Provider in same day funds as directed by LC Provider, an amount equal to 103.0% of the aggregate Available Amount of all Letters of Credit then outstanding; and

(c) exercise any other rights and remedies under law;

provided that, upon the occurrence of a Bankruptcy Event, all Obligations hereunder shall automatically become due and payable, in each case, without any notice or further action.

ARTICLE V

GUARANTY

SECTION 5.01. Guaranty. Each Guarantor hereby acknowledges that Company's obligations hereunder constitute "Guaranteed Obligations" under the Second Lien Credit Agreement and that LC Provider is an express beneficiary of the "Guaranty" provided under the Second Lien Credit Agreement.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Second Lien Collateral Agent. LC Provider hereby designates and appoints Talen Investment Corporation as Second Lien Collateral Agent under this Agreement and the other Loan Documents and authorizes Talen Investment Corporation, in the capacity of Second Lien Collateral Agent, to (A) execute, deliver and perform the obligations, if any, of the Second Lien Collateral Agent, as applicable under this Agreement and each other Loan Document and (B) take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Second Lien Collateral Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto; *provided*, *however*, that the Second Lien Collateral Agent shall not be required to take any action that exposes the Second Lien Collateral Agent to personal liability or that is contrary to this Agreement or applicable law. Talen Investment Corporation, in the capacity of Second Lien Collateral Agent, shall continue to be bound by and entitled to all the benefits and protections afforded to the Second Lien Collateral Agent under the Intercreditor Agreement, including Section 7 of the Intercreditor Agreement, as if fully set forth herein.

SECTION 6.03. Joint and Several Liability; Obligations Unconditional. The Obligations of the Company Parties hereunder and other the other Loan Documents are joint and several, and are primary, absolute, irrevocable and unconditional irrespective of the validity or enforceability of this Agreement or any other agreement or instrument referred to herein, or any substitution, release or exchange of any security for any of the Company Parties' obligations under this Agreement and, to the fullest extent permitted by applicable law, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense, it being the intent of the parties that Company Parties' obligations under this Agreement shall be primary, absolute, irrevocable and unconditional under any and all circumstances.

SECTION 6.04. No Waiver; Remedies. No failure on the part of LC Provider or Second Lien Collateral Agent to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 6.05. Costs and Expenses.

(a) Following the Discharge of First Lien Obligations, the Company agrees to pay on demand (i) all costs and expenses of LC Provider and Second Lien Collateral Agent in connection with the preparation, execution, delivery, administration, modification and amendment of, or any consent or waiver under, the Loan Documents and (ii) all costs and expenses of LC Provider and the Second Lien Collateral Agent in connection with the enforcement of the Loan Documents, whether in any action, suit or litigation, or any bankruptcy, insolvency or other similar proceeding affecting creditors' rights generally.

(b) The Company agrees to indemnify, defend and save and hold harmless LC Provider, the issuer of any Letter of Credit, any Affiliate of LC Provider or any issuer of any Letter of Credit, the Second Lien Collateral Agent and each of their respective officers, directors, employees, trustees, agents and advisors (each, an "***Indemnified Party***") from and against, and shall pay on demand, any and all claims, damages, losses, liabilities and expenses (including, without limitation, reasonable fees and expenses of counsel) that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any investigation, litigation or proceeding or preparation of a defense in connection therewith) (i) this Agreement, the actual or proposed use of the proceeds of the Letters of Credit, the Loan Documents or any of the transactions contemplated thereby or (ii) the actual or alleged presence of Hazardous Materials on any property of any Company Party or any of its Subsidiaries or any Environmental Action relating in any way to any Company Party or any of its Subsidiaries, except to the extent such claim, damage, loss, liability or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or willful misconduct. In the case of an investigation, litigation or other proceeding to which the indemnity in this Section 6.05(b) applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by any Company Party, its directors, shareholders or creditors, any Indemnified Party or any other Person, whether or not any Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated thereby are consummated. The Company also agrees not to assert any claim against LC Provider, the issuer of any Letter of Credit, any Affiliate of LC Provider or any issuer of any Letter of Credit, the Second Lien Collateral Agent and each of their respective officers, directors, employees, trustees, agents and advisors, on any theory of liability, for special, indirect, consequential or punitive damages arising out of or otherwise relating to this Agreement, the actual or proposed use of the Letters of Credit, the Loan Documents or any of the transactions contemplated by the Loan Documents.

(c) Without prejudice to the survival of any other agreement of any Company Party hereunder or under any other Loan Document, the agreements and obligations of the Company contained in this Section 6.05 shall survive the payment in full of principal, interest and all other amounts payable hereunder and under any of the other Loan Documents.

SECTION 6.06. Right of Set-off. Upon the occurrence and during the continuance of any Event of Default, LC Provider, the Second Lien Collateral Agent and each of their

respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and otherwise apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Person to or for the credit or the account of the Company against any and all of the Obligations of the Company now or hereafter existing under the Loan Documents, irrespective of whether such Person shall have made any demand under this Agreement and although such Obligations may be unmatured. The rights of LC Provider, the Second Lien Collateral Agent and each of their respective Affiliates under this Section are in addition to other rights and remedies (including, without limitation, other rights of set-off) that such Persons may have.

SECTION 6.07. Binding Effect. This Agreement shall become effective when it shall have been executed by the Company, LC Provider, the Guarantors and the Second Lien Collateral Agent.

SECTION 6.08. Assignments and Participations. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that none of the Company Parties shall assign or transfer its rights or obligations hereunder without the prior written consent of LC Provider and any purported assignment without such consent shall be void. Nothing in this Agreement, express or implied, shall give any Person, other than the parties hereto and their successors and permitted assigns hereunder, any benefit or any legal or equitable right or remedy under this Agreement.

SECTION 6.09. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by telecopier of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 6.10. No Liability of LC Provider. The Company assumes all risks of the acts or omissions of any beneficiary or transferee of any Letter of Credit with respect to its use of such Letter of Credit. None of LC Provider, the issuer of any Letter of Credit, any Affiliate of LC Provider or any issuer of any Letter of Credit, or any of their respective officers or directors shall be liable or responsible for: (a) the use that may be made of any Letter of Credit or any acts or omissions of any beneficiary or transferee in connection therewith; (b) the validity, sufficiency or genuineness of documents, or of any endorsement thereon, even if such documents should prove to be in any or all respects invalid, insufficient, fraudulent or forged; (c) payment against presentation of documents that do not comply with the terms of a Letter of Credit, including failure of any documents to bear any reference or adequate reference to the Letter of Credit; or (d) any other circumstances whatsoever in making or failing to make payment under any Letter of Credit.

SECTION 6.11. Jurisdiction, Etc. (a) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to

this Agreement or any of the other Loan Documents to which it is a party, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York State court or, to the fullest extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Except as provided in Section 6.14, nothing in this Agreement shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Agreement or any of the other Loan Documents in the courts of any jurisdiction.

(b) Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any of the other Loan Documents to which it is a party in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

SECTION 6.12. Governing Law. This Agreement and the Notes shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6.13. Waiver of Jury Trial. Each party hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to any of the Loan Documents, the Loans, the Letters of Credit or the actions of LC Provider, the Second Lien Collateral Agent or any of their respective Affiliates in the negotiation, administration, performance or enforcement thereof.

SECTION 6.14. Limitation on Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS: (A) NO INDEMNIFIED PARTY SHALL BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THEIR RESPECTIVE ACTIVITIES RELATED TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, THE TRANSACTIONS CONTEMPLATED THEREBY, THE LETTERS OF CREDIT OR OTHERWISE IN CONNECTION WITH THE FOREGOING; (B) WITHOUT LIMITING THE FOREGOING, NO INDEMNIFIED PARTY SHALL BE SUBJECT TO ANY EQUITABLE REMEDY OR RELIEF, INCLUDING SPECIFIC PERFORMANCE OR INJUNCTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED THEREBY; AND (C) IN NO EVENT SHALL LC PROVIDER'S LIABILITY TO THE COMPANY PARTIES FOR FAILURE TO PROVIDE ANY LETTER OF CREDIT EXCEED ACTUAL DIRECT DAMAGES INCURRED BY THE COMPANY PARTIES TO PROCURE AN ALTERNATIVE LETTER OF CREDIT FROM A THIRD PARTY ON ARMS' LENGTH TERMS.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

NEW MACH GEN, LLC,
as Company

By _____
Name:
Title:

MACH GEN GP, LLC,
as Guarantor

By _____
Name:
Title:

MILLENNIUM POWER PARTNERS, L.P.,
as Guarantor

By _____
Name:
Title:

NEW ATHENS GENERATING COMPANY, LLC,
as Guarantor

By _____
Name:
Title:

TALEN INVESTMENT CORPORATION,
as Second Lien Collateral Agent

By _____
Name:
Title:

TALEN ENERGY SUPPLY, LLC,
as LC Provider

By _____
Name:
Title:

SCHEDULE I
PROJECT LETTERS OF CREDIT

Project	**Beneficiary**
Millennium Power Partners, L.P.	Town of Charlton
New Athens Generating Company, LLC	Greene County Industrial Development Agency
New Athens Generating Company, LLC	New York State Public Service Commission
New Athens Generating Company, LLC	Iroquois Gas Transmission System, L.P.

SCHEDULE II
ACCEPTABLE BANKS

Each of the following (including affiliates and branch offices, provided they have an Acceptable Rating, a branch in the United States and permit drawing in any of New York City, Los Angeles, San Francisco, Chicago or Dallas):

ABN AMRO Bank N.V.

Bank of America, National Association

Bank of Montreal

Bank of the West

Barclays Bank PLC

BMO Harris Bank National Association

BNP Paribas New York Branch

BNY Mellon, National Association

Branch Banking and Trust Company

Chase Bank USA, N.A.

Citibank, N.A.

City National Bank

Comerica Bank

Compass Bank

Credit Agricole Corporate and Investment Bank, New York Branch

Credit Suisse AG, New York Branch

Fifth Third Bank

Goldman Sachs Bank USA

HSBC Bank USA, National Association

JPMorgan Chase Bank, National Association

Lloyds Bank plc

M&T Bank Corporation

Macquarie Bank Limited

Mizuho Bank, Ltd.

Morgan Stanley Bank, N.A.

MUFG Union Bank, N.A.

Natixis, New York Branch

Northern Trust Corporation

PNC Bank, National Association

RBC USA Holdco Corporation

Regions Bank

Societe Generale, New York Branch

State Street Bank and Trust Company (Boston, MA)

Sumitomo Mitsui Trust Bank (U.S.A.) Limited

Suntrust Bank

TD Bank, N.A.

The Bank of New York Mellon

The Bank of Nova Scotia

The PNC Financial Services Group, Inc.

The Toronto-Dominion Bank

U.S. Bank National Association

UBS AG, New York Branch

Wells Fargo Bank, National Association

Wilmington Trust, National Association

EXHIBIT A
FORM OF LETTER OF CREDIT

ISSUE DATE: MO/DAY/YEAR

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER XXXXXXXXXX

BENEFICIARY:
[CLMG CORP., AS FIRST LIEN ADMINISTRATIVE AGENT]
7195 DALLAS PARKWAY
PLANO, TX 75024
ATTN: JAMES ERWIN

APPLICANT:
TALEN ENERGY SUPPLY, LLC
ON BEHALF OF NEW MACH GEN, LLC
835 HAMILTON STREET, SUITE 150, FLOOR 7
ALLENTOWN, PA 18101
ATTN: MANAGER – CREDIT RISK

LETTER OF CREDIT AMOUNT USD $[26,206,836.00]

EXPIRY DATE: MO/DAY/YEAR

WE, [_____] (THE "ISSUING BANK", "WE" OR "US"), HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER XXXXXXXXXX (THE "LETTER OF CREDIT") , IN FAVOR OF BENEFICIARY, BY ORDER AND FOR THE ACCOUNT OF TALEN ENERGY SUPPLY, LLC ON BEHALF OF NEW MACH GEN, LLC, AN INDIRECT SUBSIDIARY OF TALEN ENERGY SUPPLY, LLC, AVAILABLE FOR PAYMENT AT SIGHT AT OUR OFFICE LOCATED AT [_____] FOR USD $[26,206,836.00] AGAINST THE FOLLOWING DOCUMENTATION REQUIREMENTS WHICH MAY BE PRESENTED BY PHYSICAL DELIVERY OR FACSIMILE TRANSMISSION. FACSIMILE TRANSMISSION SHALL NOT BE FOLLOWED BY PHYSICAL DELIVERY OF DOCUMENTS THEREAFTER.

REFERENCE IS HEREBY MADE TO THAT CERTAIN COLLATERAL AGENCY AND INTERCREDITOR AGREEMENT, DATED AS OF [INSERT DATE] (THE "INTERCREDITOR AGREEMENT"), AMONG, INTER ALIA, THE BENEFICIARY AND THE APPLICANT.

1.) BENEFICIARY'S DRAFT DRAWN ON US AT SIGHT BEARING THE CLAUSE: "DRAWN UNDER [INSERT ISSUING BANK'S NAME] STANDBY LETTER OF CREDIT NUMBER XXXXXXXXXX ("BACKSTOP LETTER OF CREDIT")";

AND

2.A) A STATEMENT SIGNED BY THE BENEFICIARY STATING THAT (I) THERE HAS BEEN A DRAWING ON A FIRST LIEN LETTER OF CREDIT (AS DEFINED IN THE INTERCREDITOR AGREEMENT) THAT IS COLLATERALIZED BY THE BACKSTOP LETTER OF CREDIT, OTHER THAN ON ACCOUNT OF (I) THE PENDING EXPIRATION OF SUCH FIRST LIEN LETTER OF CREDIT OR (II) THE FIRST LIEN LETTER OF CREDIT (OR ISSUER THEREOF) CEASING TO MEET THE EXPRESS REQUIREMENTS OF THE RELEVANT BENEFICIARY FOR SUCH FIRST LIEN LETTER OF CREDIT (OR ISSUER THEREOF), IN THE AMOUNT OF [INSERT AMOUNT OF DRAWING ON SUCH FIRST LIEN LETTER OF CREDIT], (II) THE BACKSTOP COMMITMENT PERIOD (AS DEFINED IN THE INTERCREDITOR AGREEMENT) HAS NOT ENDED AND (III) THE AMOUNT TO BE DRAWN ON THE BACKSTOP LETTER OF CREDIT IS NECESSARY TO REIMBURSE BENEFICIARY FOR AMOUNTS PAID BY BENEFICIARY IN CONNECTION WITH THE DRAWING DESCRIBED IN CLAUSE (I) ABOVE. WE THEREFORE DEMAND PAYMENT IN THE AMOUNT OF [INSERT AMOUNT OF DRAWING ON SUCH FIRST LIEN LETTER OF CREDIT], WHICH WE HEREBY CERTIFY IS EQUAL TO THE AMOUNT

OF THE DRAWING ON THE FIRST LIEN LETTER OF CREDIT (AS DEFINED IN THE INTERCREDITOR AGREEMENT) DESCRIBED IN CLAUSE (I) ABOVE;

OR

2.B) A STATEMENT SIGNED BY THE BENEFICIARY STATING THAT (I) THE EXPIRATION DATE OF THE BACKSTOP LETTER OF CREDIT IS LESS THAN THIRTY (30) DAYS FROM THE DATE OF THIS STATEMENT OR A NON-EXTENSION NOTICE WAS DELIVERED (AS APPLICABLE), (II) TALEN ENERGY SUPPLY, LLC HAS FAILED TO PROVIDE A REPLACEMENT LETTER OF CREDIT, (III) THE BACKSTOP COMMITMENT PERIOD (AS DEFINED IN THE INTERCREDITOR AGREEMENT) HAS NOT ENDED AND (IV) THE AMOUNT TO BE DRAWN ON THE BACKSTOP LETTER OF CREDIT DOES NOT EXCEED THE AVAILABLE AMOUNT (AS DEFINED IN THE INTERCREDITOR AGREEMENT) OF ALL FIRST LIEN LETTERS OF CREDIT THEN OUTSTANDING THAT ARE COLLATERALIZED BY THE BACKSTOP LETTER OF CREDIT. WE THEREFORE DEMAND PAYMENT IN THE AMOUNT OF [INSERT AMOUNT UP TO ENTIRE REMAINING UNDRAWN AMOUNT OF THE BACKSTOP LETTER OF CREDIT AND CONSISTENT WITH (IV)];

OR

2.C) A STATEMENT SIGNED BY THE BENEFICIARY STATING THAT (I) THE ISSUING BANK HAS CEASED TO BE AN "ACCEPTABLE BANK" UNDER AND AS DEFINED IN THE SECOND LIEN LC SUPPORT AGREEMENT (AS DEFINED IN THE INTERCREDITOR AGREEMENT) AND (II) THE AMOUNT TO BE DRAWN ON THE BACKSTOP LETTER OF CREDIT DOES NOT EXCEED THE AVAILABLE AMOUNT (AS DEFINED IN THE INTERCREDITOR AGREEMENT) OF ALL FIRST LIEN LETTERS OF CREDIT THEN OUTSTANDING THAT ARE COLLATERALIZED BY THE BACKSTOP LETTER OF CREDIT. THE BENEFICIARY THEREFORE DEMANDS PAYMENT IN THE AMOUNT OF [INSERT AMOUNT UP TO ENTIRE REMAINING UNDRAWN AMOUNT OF THE BACKSTOP LETTER OF CREDIT AND CONSISTENT WITH (II)].

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT WRITTEN AMENDMENT FOR ONE YEAR PERIODS FROM THE PRESENT OR ANY FUTURE EXPIRY DATE UNLESS AT LEAST 60 DAYS PRIOR TO SUCH EXPIRATION DATE, WE SEND BENEFICIARY NOTICE AT THE ABOVE STATED ADDRESS BY OVERNIGHT COURIER THAT THE ISSUING BANK ELECTS NOT TO EXTEND THIS LETTER OF CREDIT BEYOND THE INITIAL OR ANY EXTENDED EXPIRY DATE THEREOF (ANY SUCH NOTICE, A "NON-EXTENSION NOTICE").

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED. ALL AMOUNTS PAID BY US TO BENEFICIARY IN COMPLIANCE WITH THIS LETTER OF CREDIT SHALL CONSTITUTE A PRO TANTO REDUCTION IN THE STATED AMOUNT OF THIS LETTER OF CREDIT.

THE FOREGOING DOCUMENTS EXPRESSLY REQUIRED BY THIS LETTER OF CREDIT FOR PRESENTATION MUST BE PRESENTED EITHER BY PHYSICAL DELIVERY OR FACSIMILE TRANSMISSION OF SUCH DOCUMENTS BY THE EXPIRY DATE OF THIS LETTER OF CREDIT, AS EXTENDED FROM TIME TO TIME IN ACCORDANCE WITH ITS TERMS, ON ANY BUSINESS DAY AT OUR OFFICE LOCATED AT [_____]. IN THE EVENT OF ANY NON-CONFORMING PRESENTATION, WE SHALL IMMEDIATELY NOTIFY BENEFICIARY IN WRITING THAT THE PRESENTATION HAS BEEN REJECTED, WHICH NOTICE SHALL INDICATE THE REASONS FOR DISHONORING SUCH PRESENTATION AND SHALL PLACE AT THE DISPOSAL OF BENEFICIARY THE DOCUMENTS PRESENTED BY BENEFICIARY IN SUPPORT OF ITS DEMAND FOR PAYMENT. BENEFICIARY MAY THEREAFTER PRESENT DOCUMENTS AND RECEIVE PAYMENT HEREUNDER IN THE EVENT A CONFORMING PRESENTATION IS MADE IN ACCORDANCE WITH THE TERMS OF THIS LETTER OF CREDIT.

IF WE RECEIVE A CONFORMING PRESENTATION NOT LATER THAN 11:00 A.M., NEW YORK TIME, ON ANY BUSINESS DAY WE WILL HONOR SUCH PRESENTATION NOT LATER THAN 3:00 P.M.

NEW YORK TIME ON THE SECOND BUSINESS DAY FOLLOWING THE DATE OF SUCH PRESENTATION. IF WE RECEIVE A CONFORMING PRESENTATION LATER THAN 11:00 A.M., NEW YORK TIME, ON ANY BUSINESS DAY WE WILL HONOR SUCH PRESENTATION NOT LATER THAN 11:00 A.M., NEW YORK TIME, ON THE THIRD BUSINESS DAY FOLLOWING THE DATE OF SUCH PRESENTATION. ALL PAYMENTS MADE UNDER THIS LETTER OF CREDIT SHALL BE MADE BY MEANS OF WIRE TRANSFER IN IMMEDIATELY AVAILABLE UNITED STATES DOLLARS TO THE BANK ACCOUNT INDICATED BY BENEFICIARY.

ALL COSTS, FEES AND CHARGES RELATED TO THIS LETTER OF CREDIT NUMBER XXXXXXXXXX SHALL BE FOR THE ACCOUNT OF APPLICANT.

WE HEREBY ENGAGE WITH YOU THAT ALL DOCUMENTS PRESENTED IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF PRESENTED FOR PAYMENT ON OR BEFORE THE EXPIRY DATE, AS EXTENDED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS OF THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SHALL BE SUBJECT TO THE PROVISIONS OF THE INTERNATIONAL CHAMBER OF COMMERCE INTERNATIONAL STANDBY PRACTICES (ICC PUBLICATION NO. 590, 1998 EDITION) (THE “ISP98”). WITH REGARD TO ALL MATTERS NOT PROVIDED FOR HEREIN, AND, TO THE EXTENT NOT INCONSISTENT WITH THE ISP98, THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

PLEASE DIRECT ANY WRITTEN CORRESPONDENCE INCLUDING DRAWING OR INQUIRIES ALWAYS QUOTING OUR REFERENCE NUMBER TO:

[ISSUING BANK CONTACT INFORMATION]

SINCERELY,

_____

AUTHORIZED SIGNATURE

Exhibit N
to the
Restructuring Support Agreement

NEW INTERCREDITOR AGREEMENT

COLLATERAL AGENCY AND INTERCREDITOR AGREEMENT

Dated as of [_____] [__], 2018

Among

NEW MACH GEN, LLC,

THE GUARANTORS,
from time to time party hereto,

CLMG CORP.,
as First Lien Administrative Agent,

CLMG CORP.,
as First Lien Collateral Agent,

TALEN INVESTMENT CORPORATION,
as Second Lien Administrative Agent,

TALEN INVESTMENT CORPORATION,
as Second Lien Collateral Agent,

TALEN ENERGY SUPPLY, LLC,
as Second Lien LC Support Provider,

and

Each of the other Secured Parties
from time to time party hereto

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Annex I - Notice Information

COLLATERAL AGENCY AND INTERCREDITOR AGREEMENT

This **COLLATERAL AGENCY AND INTERCREDITOR AGREEMENT** (this "***Agreement***") is dated as of [_____] [__], 2018, and entered into by and among (1) NEW MACH GEN, LLC (the "***Borrower***"), (2) the Guarantors (as defined below), (3) CLMG CORP., in its capacity as collateral agent under the First Lien Loan Documents (as defined below) (together with its successors and assigns in such capacity from time to time, the "***First Lien Collateral Agent***"), (4) CLMG CORP., in its capacity as administrative agent under the First Lien Loan Documents (as defined below) (together with its successors and assigns in such capacity from time to time, the "***First Lien Administrative Agent***"), (5) Talen Investment Corporation, in its capacity as collateral agent under the Second Lien Loan Documents (as defined below) (together with its successors and assigns in such capacity from time to time, the "***Second Lien Collateral Agent***"), (6) Talen Investment Corporation, in its capacity as administrative agent under the Second Lien Loan Documents (as defined below) (together with its successors and assigns in such capacity from time to time, the "***Second Lien Administrative Agent***"), (7) Talen Energy Supply, LLC, in its capacity as the letter of credit provider under the Second Lien LC Support Agreement (as defined below) (the "***Second Lien LC Support Provider***"), and (8) each of the other Persons (as defined below) party hereto from time to time in accordance with the terms hereof. Capitalized terms used in this Agreement have the meanings assigned to them in Section 1 below.

PRELIMINARY STATEMENTS

(1) The Borrower, the lenders party thereto, the First Lien Administrative Agent, and the other agents party thereto have entered into that certain Exit First Lien Credit and Guaranty Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, extended, renewed, replaced, restructured or otherwise modified and/or Refinanced from time to time in accordance with the terms thereof and hereof, the "***First Lien Credit Agreement***").

(2) The Borrower, the lenders party thereto, the Second Lien Administrative Agent, and the other agents party thereto have entered into that certain Second Lien Credit and Guaranty Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, extended, renewed, replaced, restructured or otherwise modified and/or Refinanced from time to time in accordance with the terms thereof and hereof, the "***Second Lien Credit Agreement***").

(3) The Borrower, the Guarantors, the Second Lien LC Support Provider, and the Second Lien Collateral Agent have entered into that certain LC Support Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, extended, renewed, replaced, restructured or otherwise modified from time to time in accordance with the terms thereof and hereof, the "***Second Lien LC Support Agreement***").

(4) The obligations of the Borrower and the Guarantors under the First Lien Credit Agreement will be secured on a first priority basis by Liens on the Collateral pursuant to the terms of the First Lien Collateral Documents.

(5) The obligations of the Borrower and the Guarantors under the Second Lien Credit Agreement and the Second Lien LC Support Agreement will be secured on a second priority basis by Liens on the Collateral pursuant to the terms of the Second Lien Collateral Documents.

(6) The First Lien Loan Documents and the Second Lien Loan Documents provide, among other things, that the parties thereto shall set forth in this Agreement their respective rights and remedies with respect to the Collateral.

(7) In order to induce the First Lien Collateral Agent and the First Lien Secured Parties from time to time party hereto to consent to the Borrower and the Grantors granting the Liens to secure

the Second Lien Obligations and to induce the First Lien Lenders to extend credit (including First Lien Letters of Credit) and other financial accommodations and lend monies to or for the benefit of the Borrower or any other Grantor, the Second Lien Administrative Agent on behalf of the Second Lien Lenders, the Second Lien LC Support Provider and each other Second Lien Secured Party from time to time party hereto (and each Second Lien Secured Party by its acceptance of the benefits of the Second Lien Collateral Documents) has agreed to the subordination, intercreditor and other provisions set forth in this Agreement.

(8) In order to induce the Second Lien Collateral Agent and the Second Lien Secured Parties from time to time party hereto to consent to the Borrower and the Grantors granting the Liens to secure the First Lien Obligations and to induce the Second Lien Lenders and Second Lien LC Support Provider to extend credit (including Second Lien Letters of Credit) and other financial accommodations and lend monies, as applicable, to or for the benefit of the Borrower or any other Grantor, the First Lien Administrative Agent on behalf of the First Lien Lenders and each other First Lien Secured Party from time to time party hereto (and each First Lien Secured Party by its acceptance of the benefits of the First Lien Collateral Documents) has agreed to the subordination, intercreditor and other provisions set forth in this Agreement.

AGREEMENT

In consideration of the foregoing, the mutual covenants and obligations herein set forth and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

SECTION 1. Definitions.

1.1 Defined Terms. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and the plural forms of the term defined):

"***Accession Agreement***" means an Accession Agreement substantially in the form attached hereto as Exhibit A.

"***Acceptable Bank***" means any commercial bank or financial institution listed on Schedule I or otherwise acceptable to the Administrative Agent in its reasonable discretion, in each case so long as such commercial bank or financial institution maintains an Acceptable Rating.

"***Acceptable Rating***" means a long-term unsecured senior debt rating of at least Baa1 or better by Moody's Investor Service, Inc. or BBB+ by Standard & Poor's Ratings Services.

"***Accounts***" has the meaning specified in the Security Deposit Agreement.

"***Affiliate***" means, as to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person or is a director or officer of such Person. For purposes of this definition, the term "control" (including the terms "*controlling*," "*controlled by*" and "*under common control with*") of a Person means the possession, direct or indirect, of the power to vote 15% or more of the Voting Interests of such Person or to direct or cause the direction of the management and policies of such Person, whether through the ownership of Voting Interests, by contract or otherwise.

"***Agent***" means the First Lien Collateral Agent, any New First Lien Collateral Agent, the First Lien Administrative Agent, the Depositary, the Second Lien Collateral Agent, or the Second Lien Administrative Agent, or all of them, as the context may require.

"***Agreement***" means this Collateral Agency and Intercreditor Agreement, as amended.

"***Agreement Value***" means, for each Hedge Agreement or Commodity Hedge and Power Sale Agreement, on any date of determination, the amount, if any, that would be payable by any Loan Party to its counterparty to such Hedge Agreement or Commodity Hedge and Power Sale Agreement, as the case may be, in accordance with its terms as if an Early Termination Event has occurred on such date of determination.

"***as Amended and Refinanced***" means and includes, in respect of any Debt, or the agreement or contract pursuant to which such Debt is incurred, (a) such Debt (or any portion thereof) or related agreement or contract as extended, renewed, defeased, amended, amended and restated, supplemented, modified, restructured, refinanced, replaced, refunded or repaid, and (b) any other Debt issued in exchange or replacement for or to refinance such Debt, in whole or in part, whether with the same or different lenders, arrangers and/or agents and whether with a larger or smaller aggregate principal amount and/or a longer or shorter maturity, in each case to the extent permitted under the terms of all of the Financing Documents then in effect.

"***Asset Disposition***" means any sale, lease (as lessor), sale and leaseback, assignment, conveyance, exclusive license (as licensor), transfer or other disposition or any exchange of any Property of the Borrower or any Guarantor, whether now owned or hereafter acquired, leased or licensed, in one transaction or a series of transactions.

"***Athens***" means New Athens Generating Company, LLC, a Delaware limited liability company.

"***Athens Project***" means the 1,080 MW natural gas/fuel oil-fired electric generating station located in Greene County, New York and all appurtenances thereto owned or operated by Athens, including electrical switchyards, electrical interconnections and fuel delivery and storage facilities.

"***Available Amount***" of any letter of credit means, at any time, the maximum amount (whether or not such maximum amount is then in effect under such letter of credit if such maximum amount increases periodically pursuant to the terms of such letter of credit) available to be drawn under such letter of credit at such time (assuming compliance at such time with all conditions to drawing).

"***Backstop Commitment Period***" means the period commencing on the date hereof and ending on the date that none of Talen Energy Supply, LLC, Talen Investment Corporation or Beal (or any of their respective affiliates or other parties owning Mach Gen for the benefit of Talen Energy Supply, Talen Investment Corporation or Beal or any of their respective affiliates) own any equity interests in any of the Loan Parties or their respective assets.

"***Bankruptcy Code***" means Title 11 of the United States Code entitled "*Bankruptcy*", as now and hereafter in effect, or any successor statute.

"***Bankruptcy Court***" means the court having jurisdiction over any Insolvency or Liquidation Proceeding commenced by or the Borrowers or any Guarantor.

"***Bankruptcy Law***" means the Bankruptcy Code and all other liquidation, conservatorship, bankruptcy, general assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"***Beal***" means Beal Bank USA.

"***Borrower***" has the meaning specified in the preamble hereto.

"***Breakage Costs***" means, with respect to any Loan, the loss, cost and expense attributable to (a) the payment or prepayment of the principal amount of such Loan other than on the last day of the applicable interest period for such Loan, (b) the failure to make any payment or prepayment of such Loan for which a prepayment notice has been given or that is otherwise required to be made on the date so required, or (c) the revocation by the Borrower of any notice of borrowing or notice of issuance submitted pursuant to any Credit Agreement after the applicable minimum period for the submission of such notice of borrowing or notice of issuance, as applicable, specified therein or the failure of the conditions precedent to be met after delivery of any such notice of borrowing or notice of issuance, but solely to the extent required to be paid pursuant to the terms of the First Lien Credit Agreement or the Second Lien Credit Agreement, as the context may require.

"***Business Day***" means a day of the year on which banks are not required or authorized by law to close in New York City or Las Vegas, Nevada, and, if the applicable Business Day relates to any Loans, on which dealings are carried on in the London interbank market.

"***Capitalized Leases***" means all leases that have been or should be, in accordance with GAAP, recorded as capitalized leases.

"***Cash***" means money, currency or a credit balance in any demand account or deposit account.

"***Cash Collateral***" has the meaning specified in Section 6.1.

"***Cash Collateral Accounts***" means any cash collateral account permitted under the Financing Documents which is established for the purpose of cash collateralizing letter of credit reimbursement obligations (and any related Commitment of any Lenders or the Second Lien LC Support Provider) of a Loan Party under the Credit Agreements or the Second Lien LC Support Agreement.

"***Collateral***" means all Property (including Equity Interests in the Borrower and any Guarantor) of the Loan Parties, now owned or hereafter acquired, other than Excluded Property.

"***Collateral Agent***" means the First Lien Collateral Agent, the Second Lien Collateral Agent or both, as the context may require.

"***Collateral Documents***" means the First Lien Collateral Documents, the Second Lien Collateral Documents or both, as the context may require.

"***Commitments***" means the commitment of any Lender, the Second Lien LC Support Provider or any other Person to make Loans under the applicable Credit Agreement or issue Letters of Credit under the First Lien Credit Agreement or Second Lien LC Support Agreement.

"***Commodity Hedge and Power Sale Agreement***" means any non-speculative swap, cap, collar, floor, future, option, spot, forward, power purchase and sale agreement, electric power generation capacity swap or purchase and sale agreement, fuel purchase and sale agreement, power transmission agreement, fuel transportation agreement, fuel storage agreement, or netting agreement or similar agreement entered into in respect of any commodity by any Loan Party in connection with any Permitted Trading Activity hedged with the same Commodity Hedge Counterparty under one master or implementation agreement, but excluding any Energy Management Agreement (as defined in the First Lien Credit Agreement) and any master or implementation agreements or transactions entered into pursuant to such Energy Management Agreement between any Loan Party and its counterparty to such Energy Management Agreement.

"***Commodity Hedge Counterparty***" means any Person that (a)(i) is a commercial bank, insurance company, investment fund or other similar financial institution or any Affiliate thereof which is

engaged in the business of entering into commodity hedge and power sale agreements, (ii) is any industrial or utility company or other company that enters into commodity hedges in the ordinary course of its business, or (iii) is either a load-serving entity that has received an order from a local commission or a municipal or cooperative entity that has been granted a monopoly franchise territory for retail electric sales and, in either case, the right to recover costs of purchased power in rates, and (b) in the case of (i) and (ii) only, at the time the applicable Commodity Hedge and Power Sale Agreement is entered into, has a Required Rating.

"***Commodity Hedge Guaranty***" means any guaranty by any Loan Party of any other Loan Party's obligations under any Permitted Commodity Hedge and Power Sale Agreement.

"***Comparable Second Lien Collateral Document***" means, in relation to any Collateral subject to any Lien created under any First Lien Collateral Document, the Second Lien Collateral Document which creates a Lien on the same Collateral, granted by the same Loan Party.

"***Conforming Plan of Reorganization***" means any Plan of Reorganization that is not a Non-Conforming Plan of Reorganization.

"***Consent and Agreement***" means, each consent and agreement entered into for the benefit of the Secured Parties in respect of any material contract to which any of the Loan Parties is a party in connection with any of the Projects.

"***Contractual Obligations***" means, as applied to any Person, any provision of any Equity Interests issued by such Person or of any indenture, mortgage, deed of trust, contract, undertaking, agreement or other instrument to which such Person is a party or by which it or any of its Properties is bound.

"***Credit Agreement***" means the First Lien Credit Agreement or the Second Lien Credit Agreement, or both, as the context may require.

"***Debt***" of any Person means, without duplication, (a) Debt for Borrowed Money of such Person, (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables not overdue (unless being contested in good faith by appropriate proceedings for which reserves and other appropriate provisions, if any, required by GAAP shall have been made) by more than 90 days incurred in the ordinary course of such Person's business), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all obligations of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all obligations of such Person as lessee under Capitalized Leases, (f) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interests in such Person or any other Person or any warrants, rights or options to acquire such Equity Interests, valued, in the case of Redeemable Preferred Interests, at the greater of its voluntary or involuntary liquidation preference *plus* accrued and unpaid dividends, (g) all obligations of such Person in respect of Hedge Agreements and Commodity Hedge and Power Sale Agreements, valued at the Agreement Value thereof, (h) all Guaranteed Debt of such Person and (i) all indebtedness and other payment obligations referred to in clauses (a) through (h) above of another Person secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any Lien on property (including, without limitation, accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such indebtedness or other payment obligations, not to exceed the value of the property on which such Lien exists.

"***Debt for Borrowed Money***" of any Person means, at any date of determination, the sum of (a) all items that, in accordance with GAAP, would be classified as indebtedness on a consolidated balance sheet of such Person at such date, (b) all obligations of such Person under acceptance, letter of credit or similar facilities at such date and (c) all Synthetic Debt of such Person at such date.

"***Depositary***" has the meaning specified in the Security Deposit Agreement.

"***DIP Financing***" has the meaning specified in Section 6.1(a).

"***Discharge of First Lien Obligations***" means, except to the extent otherwise expressly provided in Section 5.5 and Section 6.6:

(a) payment in full in cash of (i) the outstanding principal amount of First Lien Loans, (ii) unreimbursed amounts with respect to any First Lien Letters of Credit and (iii) Interest Expense (including interest accruing (or which would, absent the commencement of an Insolvency or Liquidation Proceeding, accrue) on or after the commencement of any Insolvency or Liquidation Proceeding, whether or not such interest would be allowed in such Insolvency or Liquidation Proceeding), on all Debt outstanding under the First Lien Loan Documents;

(b) the termination or expiration of all (i) Commitments, if any, to extend credit (including the issuance of First Lien Letters of Credit) that would constitute First Lien Obligations, and (ii) First Lien Commodity Hedge and Power Sale Agreements;

(c) cancellation or termination of all First Lien Letters of Credit;

(d) payment in full in cash of all other First Lien Obligations that are then due and payable or otherwise accrued, including, without limitation, any makewhole, yield maintenance or other premium under the First Lien Credit Agreement upon payment or prepayment of any First Lien Obligations or termination of any Commitment thereunder and the Permitted First Lien Hedge Amount under any First Lien Commodity Hedge and Power Sale Agreement; and

(e) adequate provision being made for any contingent or unliquidated First Lien Obligations related to claims, causes of action or liabilities that have been asserted in writing against the related First Lien Lenders and for which indemnification is required under the First Lien Documents;

provided that the Discharge of First Lien Obligations shall not be deemed to have occurred if any such payments are made with the proceeds of other First Lien Obligations that constitute an exchange or replacement for, or a Refinancing of, the applicable First Lien Obligations.

"**Discharge of Second Lien Obligations**" means, except to the extent otherwise expressly provided in Section 5.5 and Section 6.6:

(a) payment in full in cash of (i) the outstanding principal amount of Second Lien Loans, (ii) any unreimbursed amounts with respect to any Second Lien Letters of Credit and any other outstanding obligations under the Second Lien LC Support Agreement and (iii) Interest Expense (including interest accruing (or which would, absent the commencement of an Insolvency or Liquidation Proceeding, accrue) on or after the commencement of any Insolvency or Liquidation Proceeding, whether or not such interest would be allowed in such Insolvency or Liquidation Proceeding), on all Debt outstanding under the Second Lien Loan Documents and the Second Lien LC Support Agreement;

(b) the termination or expiration of all (i) Commitments, if any, to extend credit (including the issuance of any Second Lien Letters of Credit) that would constitute Second Lien Obligations, and (ii) Second Lien Commodity Hedge and Power Sale Agreements;

(c) payment in full in cash of all other Second Lien Obligations that are then due and payable or otherwise accrued, including, without limitation, (i) any makewhole, yield maintenance or other premium under the Second Lien Credit Agreement upon payment or prepayment of any Second Lien Obligations or termination of any Commitment thereunder and (ii) the Permitted Second Lien Hedge Amount under any Second Lien Commodity Hedge and Power Sale Agreement;

(d) cancellation, termination or cash collateralization (in the case of any cash collateralization, after the Discharge of First Lien Obligations and in a manner reasonably satisfactory to the Second Lien LC Support Provider) of all Second Lien Letters of Credit; and

(e) adequate provision being made for any contingent or unliquidated Second Lien Obligations related to claims, causes of action or liabilities that have been asserted in writing against the related Second Lien Lenders or Second Lien LC Support Provider and for which indemnification is required under the Second Lien Documents.

"***Dollars***" or "***$***" means United States dollars.

"***Early Termination Event***" means, with respect to any Hedge Agreement or any Commodity Hedge and Power Sale Agreement, the occurrence of any "*Early Termination Event*" or "*Early Termination Date*" (each as defined in such Hedge Agreement or Commodity Hedge and Power Sale Agreement, as applicable) or any event of default (howsoever defined) under any Hedge Agreement or Commodity Hedge and Power Sale Agreement which results in the termination of such Hedge Agreement or Commodity Hedge and Power Sale Agreement, as applicable.

"***Eligible Hedge Amount***" means, as of any date of determination:

(a) with respect to any First Lien Commodity Hedge and Power Sale Agreement, an amount equal to (i) the Permitted First Lien Hedge Amount (if any) due and owing to the First Lien Commodity Hedge Counterparty party thereto under such First Lien Commodity Hedge and Power Sale Agreement *less* (ii) the aggregate Other Credit Support Amounts of any Other Credit Support (except to the extent that an Other Credit Support Exception has occurred with respect to any such Other Credit Support) issued or pledged in favor of the First Lien Commodity Hedge Counterparty party thereto to support the obligations of the Loan Parties under such First Lien Commodity Hedge and Power Sale Agreement and related Commodity Hedge Guaranty; and

(b) with respect to any Second Lien Commodity Hedge and Power Sale Agreement, an amount equal to (i) the Permitted Second Lien Hedge Amount (if any) due and owing to the Second Lien Commodity Hedge Counterparty party thereto under such Second Lien Commodity Hedge and Power Sale Agreement *less* (ii) the aggregate Other Credit Support Amounts of any Other Credit Support (except to the extent that an Other Credit Support Exception has occurred with respect to any such Other Credit Support) issued or pledged in favor of the Second Lien Commodity Hedge Counterparty party thereto to support the obligations of the Loan Parties under such Second Lien Commodity Hedge and Power Sale Agreement and related Commodity Hedge Guaranty.

"***Environmental Action***" means any action, suit, demand, demand letter, claim, written notice of non-compliance or violation, written notice of liability or potential liability, investigation, proceeding, consent order or consent agreement relating in any way to any Environmental Law, any

Environmental Permit or Hazardous Material, including, without limitation, (a) by any governmental or regulatory authority for enforcement, cleanup, removal, response, remedial or other actions or damages and (b) by any governmental or regulatory authority or third party for damages, contribution, indemnification, cost recovery, compensation or injunctive relief.

"***Environmental Law***" means any Federal, state or local statute, law, ordinance, rule, regulation, code, order, writ, judgment, injunction or decree relating to pollution or protection of the environment or, as such relates to exposure to Hazardous Materials, health or natural resources, including, without limitation, those relating to the use, handling, transportation, treatment, storage, disposal, release or discharge of Hazardous Materials.

"***Environmental Permit***" means any permit, approval, identification number, license or other authorization required under any Environmental Law.

"***Equity Interests***" means, with respect to any Person, shares of capital stock of (or other ownership or profit interests in) such Person, warrants, options or other rights for the purchase or other acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or other acquisition from such Person of such shares (or such other interests), and other ownership or profit interests in such Person (including, without limitation, partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are authorized or otherwise existing on any date of determination.

"***Event of Default***" means a First Lien Event of Default or Second Lien Event of Default or both, as the context may require.

"***Excluded Property***" means: (a) any lease, license, permit, contract, property right or agreement to which the Borrower or any Guarantor is a party or any of such Loan Party's rights or interests thereunder if and only for so long as the grant of a Lien thereon shall (i) give any other Person party to such lease, license, permit, contract, property rights or agreement the right to terminate its obligations thereunder, (ii) constitute or result in the abandonment, invalidation or unenforceability of any right, title or interest of any Loan Party therein or (iii) constitute or result in a breach or termination pursuant to the terms of, or a default under, any such lease, license, permit, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9409 of the UCC (or any successor provision or provisions)); *provided* that such lease, license, permit, contract, property right or agreement shall be Excluded Property only to the extent and for so long as the consequences specified above shall exist and shall cease to be Excluded Property and shall become subject to the Liens granted under the Collateral Documents, immediately and automatically, at such time as such consequences shall no longer exist; (b) any equipment (as such term is defined in the UCC) owned by the Borrower or any Guarantor that is subject to a purchase money Lien or a Capitalized Lease permitted pursuant to this Agreement if the contract or other agreement in which such Lien is granted (or in the documentation providing for such Capitalized Lease) prohibits or requires the consent of any Person other than any Loan Party as a condition to the creation of any other Lien on such equipment, but only, in each case, to the extent, and for so long as, the Debt secured by the applicable Lien or the Capitalized Lease has not been repaid in full or the applicable prohibition (or consent requirement) has not otherwise been removed or terminated; (c) motor vehicles, aircraft and vessels; (d) any Other Credit Support with respect to a Permitted Commodity Hedge and Power Sale Agreement; (e) after the date hereof, any Property acquired by any Loan Party if and to the extent that the First Lien Administrative Agent, the Second Lien Administrative Agent and Second Lien LC Support Provider shall have reasonably determined that the costs (including, without limitation, recording taxes and filing fees) of creating and perfecting a Lien on such Property interests are excessive in relation to the value of the

security afforded thereby and (f) the Unpledged Accounts (as defined in the First Lien Security Agreement).

"***Financing Documents***" means the First Lien Documents and the Second Lien Documents.

"***First Lien***" means a first priority Lien granted pursuant to the First Lien Collateral Documents to the First Lien Collateral Agent (for the benefit of the First Lien Secured Parties) on the First Lien Collateral to secure the First Lien Obligations.

"***First Lien Administrative Agent***" has the meaning specified in the preamble hereto

"***First Lien Collateral***" means the Collateral with respect to which a Lien is granted as security for any of the First Lien Obligations.

"***First Lien Collateral Agent***" has the meaning specified in the preamble hereto.

"***First Lien Collateral Documents***" means the Security Deposit Agreement, the First Lien Security Agreement (and any agreement entered into, or required to be delivered, by any Loan Party pursuant to the terms of the First Lien Security Agreement in order to perfect the First Lien created on any Property pursuant thereto), each Consent and Agreement, the First Lien Mortgages and each other agreement that creates or purports to create a Lien in favor of the First Lien Collateral Agent for the benefit of the First Lien Secured Parties, in each case as amended.

"***First Lien Commodity Hedge and Power Sale Agreement***" means any Permitted Commodity Hedge and Power Sale Agreement which requires that, subject to the applicable Maximum First Lien Amount, the obligations of the Loan Parties with respect thereto be secured by a First Lien.

"***First Lien Commodity Hedge Counterparty***" means each Commodity Hedge Counterparty party to any First Lien Commodity Hedge and Power Sale Agreement; *provided* that to the extent such First Lien Commodity Hedge and Power Sale Agreement is entered into after the date hereof, such Commodity Hedge Counterparty shall have (a) executed and delivered to each of the Collateral Agents an Accession Agreement pursuant to which it has become a party to this Agreement and has agreed to be bound by the obligations of a First Lien Secured Party under the terms hereof or (b) if such Commodity Hedge Counterparty is already party to an Accession Agreement with respect to one or more First Lien Commodity Hedge and Power Sale Agreements, such Commodity Hedge Counterparty shall have entered into a supplement to such Accession Agreement in the form of Attachment I thereto to include such additional First Lien Commodity Hedge and Power Sale Agreement being entered into by such Commodity Hedge Counterparty after the date of such Accession Agreement.

"***First Lien Credit Agreement***" has the meaning specified in the preliminary statements to this Agreement.

"***First Lien Documents***" means, collectively (without duplication), each First Lien Loan Document, each First Lien Guaranty, each First Lien Commodity Hedge and Power Sale Agreement and any other agreement, document or instrument providing for or evidencing any First Lien Obligations, in each case as each may be amended.

"***First Lien Event of Default***" means an "*Event of Default*" as defined in the First Lien Credit Agreement or any Early Termination Event under any First Lien Commodity Hedge and Power Sale Agreement.

"***First Lien Guaranty***" means (a) the guaranty by each Guarantor under the First Lien Credit Agreement and (b) to the extent relating to any First Lien Commodity Hedge and Power Sale

Agreement and subject to the applicable Permitted First Lien Hedge Amount, each Commodity Hedge Guaranty.

"***First Lien Indemnified Costs***" has the meaning specified in Section 7.10(d)(i).

"***First Lien Lenders***" means any Person with a Commitment to extend credit or owed any outstanding First Lien Loans under the First Lien Credit Agreement.

"***First Lien Letters of Credit***" means each "Letter of Credit" (issued under, and as defined in, the First Lien Credit Agreement) and any other letter of credit issued under the First Lien Documents.

"***First Lien Loan***" means (without duplication) any loan or similar extension of credit under the First Lien Credit Agreement.

"***First Lien Loan Documents***" means, collectively, the First Lien Credit Agreement, this Agreement, the First Lien Collateral Documents, any other agreement, document or instrument providing for or evidencing the obligations of the Loan Parties under the First Lien Credit Agreement and any other document or instrument executed or delivered at any time in connection with any of the obligations of the Loan Parties under the First Lien Credit Agreement, including any guaranty delivered in connection therewith or any intercreditor or joinder agreement among any of the Secured Parties, to the extent such are effective at the relevant time, in each case, as amended.

"***First Lien Mortgages***" means a collective reference to each mortgage, deed of trust and other document or instrument under which any Lien on real property owned or leased by any Loan Party is granted to secure any First Lien Obligations or under which rights or remedies with respect to any such Liens are governed, as amended.

"***First Lien Obligations***" means (a) all obligations of every nature outstanding under the First Lien Loan Documents, including, without limitation, all Interest Expense, fees, premium, yield maintenance, expenses, reimbursement of amounts drawn under First Lien Letters of Credit under the First Lien Credit Agreement and other charges accrued or accruing (or which would, absent commencement of an Insolvency or Liquidation Proceeding, accrue) on or after the commencement of any Insolvency or Liquidation Proceeding at the rate provided for in the relevant First Lien Document, whether or not such interest, fees, premium, yield maintenance, expenses or other charges are allowed or allowable in any such Insolvency or Liquidation Proceeding, (b) all obligations of every nature outstanding under the Harquahala Reorganization Annex, including indemnity payments, and (c) with respect to any First Lien Commodity Hedge and Power Sale Agreement or related Commodity Hedge Guaranty (but without duplication), the Permitted First Lien Hedge Amount owed to the applicable counterparty pursuant thereto. "First Lien Obligations" shall in any event include: (i) all Interest Expense accrued or accruing (or which would, absent commencement of an Insolvency or Liquidation Proceeding (and the effect of provisions such as Section 502(b)(2) of the Bankruptcy Code), accrue) after commencement of an Insolvency or Liquidation Proceeding in accordance with the rate specified in the relevant First Lien Document, whether or not the claim for such interest is allowed as a claim in such Insolvency or Liquidation Proceeding, (ii) any and all fees and expenses (including attorneys' and/or financial consultants' fees and expenses) incurred by each First Lien Collateral Agent, the First Lien Administrative Agent and the other First Lien Secured Parties after the commencement of an Insolvency or Liquidation Proceeding, whether or not the claim for fees and expenses is allowed under Section 506(b) of the Bankruptcy Code or any other provision of the Bankruptcy Code or any other Bankruptcy Law as a claim in such Insolvency or Liquidation Proceeding and (iii) all obligations and liabilities of each Grantor under each First Lien Document to which it is a party which, but for the automatic stay under Section 362(a) of the Bankruptcy Code, would become due.

"***First Lien Recovery***" shall have the meaning set forth in Section 6.6.

"***First Lien Secured Debt Representative***" means the First Lien Administrative Agent and each First Lien Commodity Hedge Counterparty.

"***First Lien Secured Parties***" means, at any time, the holders of First Lien Obligations at such time, including the First Lien Administrative Agent, the First Lien Collateral Agent, the First Lien Lenders and the First Lien Commodity Hedge Counterparties; *provided* that, in the case of any First Lien Commodity Hedge Counterparty that is not a party hereto as of the date hereof, such First Lien Commodity Hedge Counterparty, as applicable, shall have (a) executed and delivered to each of the Collateral Agents an Accession Agreement pursuant to which it has become a party to this Agreement and has agreed to be bound by the obligations of a First Lien Secured Party under the terms hereof or (b) in the case of any such First Lien Commodity Hedge Counterparty that is already party to an Accession Agreement with respect to one or more First Lien Commodity Hedge and Power Sale Agreements, such First Lien Commodity Hedge Counterparty shall have entered into a supplement to such Accession Agreement in the form of Attachment I thereto to include such additional First Lien Commodity Hedge and Power Sale Agreement being entered into by such First Lien Commodity Hedge Counterparty after the date of such Accession Agreement.

"***First Lien Security Agreement***" means that certain First Lien Security Agreement, dated as of the date hereof, by the Borrower and the Guarantors in favor of the First Lien Collateral Agent for the benefit of the First Lien Secured Parties, as amended.

"***GAAP***" means generally accepted accounting principles in the United States consistent with those applied in the preparation of the financial statements referred to in the Financing Documents.

"***Guarantor***" means MACH Gen GP, LLC and each of the Project Companies.

"***Guaranteed Debt***" means, with respect to any Person, any obligation or arrangement of such Person to guarantee or otherwise assure payment of any Debt ("***primary obligations***") of any other Person (the "***primary obligor***") in any manner, whether directly or indirectly, including, without limitation, (a) the direct or indirect guarantee, endorsement (other than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of a primary obligor, (b) the obligation to make take-or-pay or similar payments, if required, regardless of nonperformance by any other party or parties to an agreement or (c) any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (A) for the purchase or payment of any such primary obligation or (B) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor or (iii) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof. The amount of any Guaranteed Debt shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guaranteed Debt is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable pursuant to the terms of the instrument evidencing such Guaranteed Debt) or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder), as determined by such Person in good faith.

"***Grantor***" has the meaning specified in the First Lien Security Agreement and the Second Lien Security Agreement.

"***Hazardous Materials***" means (a) petroleum or petroleum products, by-products or breakdown products, radioactive materials, asbestos-containing materials and polychlorinated biphenyls

and (b) any other chemicals, materials or substances designated, classified or regulated as hazardous or toxic or as a pollutant or contaminant under any Environmental Law.

"***Hedge Agreements***" means interest rate swap, cap or collar agreements, interest rate future or option contracts, currency swap agreements, currency future or option contracts and other hedging agreements but excluding any Commodity Hedge and Power Sale Agreement.

"***Indemnified Person***" means any Collateral Agent, including its officers, directors, agents, advisors, Affiliates and employees.

"***Insolvency or Liquidation Proceeding***" means:

(a) any voluntary or involuntary case or proceeding under any Bankruptcy Law with respect to any Loan Party;

(b) any other voluntary or involuntary insolvency, reorganization or bankruptcy case or proceeding, or any receivership, liquidation, reorganization or other similar case or proceeding with respect to any Loan Party or with respect to a material portion of their respective assets;

(c) any liquidation, dissolution, reorganization or winding up of any Loan Party whether voluntary or involuntary and whether or not involving insolvency or bankruptcy; or

(d) any assignment for the benefit of creditors or any other marshalling of assets and liabilities of any Loan Party.

"***Interest Expense***" means, for any period, all interest, commitment fees, letter of credit fees (including any fronting fee, standby fee or exposure fee payable in respect of any letter of credit), participation fees and, if applicable, Breakage Costs and makewhole, yield maintenance or other premium in respect of outstanding First Lien Obligations or Second Lien Obligations, as the context may require, accrued, capitalized or payable during such period (whether or not actually paid during such period).

"***Lenders***" means a First Lien Lender or a Second Lien Lender, or both, as the context may require.

"***Letters of Credit***" means the First Lien Letters of Credit or the Second Lien Letters of Credit, or both, as the context may require.

"***Lien***" means, with respect to any Property, (a) any mortgage, deed of trust, deed to secure debt, lien (statutory or otherwise), pledge, hypothecation, encumbrance, collateral assignment, charge or security interest in, on or of such Property, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing), relating to such Property, and (c) in the case of Equity Interests or debt securities, any purchase option, call or similar right of a third party with respect to such Equity Interests or debt securities. For the avoidance of doubt, "***Lien***" shall not include any netting or set-off arrangements under any Contractual Obligation (other than Contractual Obligations constituting Debt for Borrowed Money) otherwise permitted under the terms of the Financing Documents.

"***Loan***" means a First Lien Loan or a Second Lien Loan, or both, as the context may require.

"***Loan Party***" means the Borrower and each Guarantor.

"***Loan Party Counterparty***" means any Loan Party that is a party to a Secured Commodity Hedge and Power Sale Agreement.

"***Maximum First Lien Amount***" means, with respect to any First Lien Commodity Hedge and Power Sale Agreement, as of any date of determination and subject to Section 5.10(b), the amount specified on Schedule I to the Accession Agreement pursuant to which the relevant Commodity Hedge Counterparty agrees to be bound by the terms of this Agreement as the "*Maximum First Lien Amount*" as of such date in respect of each First Lien Commodity Hedge and Power Sale Agreement to which such Commodity Hedge Counterparty is a party, as such Schedule shall be supplemented from time to time pursuant to the terms of the relevant Accession Agreement.

"***Maximum Second Lien Amount***" means, with respect to any Second Lien Commodity Hedge and Power Sale Agreement, as of any date of determination and subject to Section 5.10(b), the amount specified on Schedule I to the Accession Agreement pursuant to which the relevant Commodity Hedge Counterparty agrees to be bound by the terms of this Agreement as the "*Maximum Second Lien Amount*" as of such date in respect of each Second Lien Commodity Hedge and Power Sale Agreement to which such Commodity Hedge Counterparty is a party, as such Schedule shall be supplemented from time to time pursuant to the terms of the relevant Accession Agreement.

"***Millennium***" means Millennium Power Partners, L.P., a Delaware limited partnership.

"***Millennium Project***" means the 360 MW natural gas/fuel oil-fired electric generating station located in Worcester County, Massachusetts and all appurtenances thereto owned or operated by Millennium, including electrical switchyards, electrical interconnections and fuel delivery and storage facilities.

"***New First Lien Collateral Agent***" has the meaning specified in Section 5.5.

"***New First Lien Debt Notice"*** has the meaning set forth in Section 5.5.

"***Non-Conforming Plan of Reorganization***" means any Plan of Reorganization whose provisions are inconsistent with or in contravention of the provisions of this Agreement, including any Plan of Reorganization that purports to re-order (whether by subordination, invalidation, or otherwise) or otherwise disregard, in whole or part, the provisions of Section 2 (including the Lien priorities of Section 2.1), the provisions of Section 4 or the provisions of Section 6, and does not otherwise provide for the Discharge of First Lien Obligations (including, without limitation, all post-petition interest, fees and expenses as provided for herein) on the effective date of such Plan of Reorganization.

"***Notice of Event of Default***" has the meaning set forth in Section 7.5.

"***Obligation***" means all payment obligations of every nature of each Loan Party from time to time owed to any Secured Party or any of their respective Affiliates under any Financing Document, whether for principal, interest (including interest which, but for the filing of a petition in bankruptcy with respect to such Loan Party, would have accrued on any Obligation, whether or not a claim is allowed against such Loan Party for such interest in the related bankruptcy proceeding), Ordinary Course Settlement Payments or Termination Payments under Secured Commodity Hedge and Power Sale Agreement, reimbursement of amounts drawn under Letters of Credit, premiums, fees, expenses, indemnification or otherwise.

"***Ordinary Course Settlement Payments***" means all regularly scheduled payments due under any Commodity Hedge and Power Sale Agreement or Hedge Agreement from time to time, calculated in accordance with the terms of such Commodity Hedge and Power Sale Agreement or Hedge Agreement, including "*Fixed Rate*" payment amounts, but excluding, for the avoidance of doubt any "*Settlement Amounts*" or "*Termination Payments*" due and payable under such Commodity Hedge and Power Sale Agreement or Hedge Agreement.

"***Other Credit Support***" means, with respect to any Secured Commodity Hedge and Power Sale Agreement, any (i) letter of credit, (ii) guaranty or (iii) cash collateral issued or pledged, as applicable, in favor of any Commodity Hedge Counterparty to support the Obligations of the Loan Party Counterparty under such Secured Commodity Hedge and Power Sale Agreement (other than any such guaranty issued by a Loan Party) which (a) satisfies the requirements of such Secured Commodity Hedge and Power Sale Agreement with respect to letters of credit, guaranties or cash, as applicable, and (b) is permitted under all of the Financing Documents.

"***Other Credit Support Amount***" means, at any time, with respect to any Secured Commodity Hedge and Power Sale Agreement, the sum of (a) the Available Amount of any letter of credit issued in favor of the relevant Commodity Hedge Counterparty to support the Obligations of the Loan Party Counterparty under such Secured Commodity Hedge and Power Sale Agreement *plus* (b) the amount of any guaranty issued in favor of the relevant Commodity Hedge Counterparty to support the Obligations of the Loan Party Counterparty under such Secured Commodity Hedge and Power Sale Agreement (other than any such guaranty issued by a Loan Party) *plus* (c) the amount of any cash collateral pledged to the benefit of the relevant Commodity Hedge Counterparty to support the Obligations of the Loan Party Counterparty under such Secured Commodity Hedge and Power Sale Agreement, and which, in each case, satisfies the requirements of such Secured Commodity Hedge and Power Sale Agreement with respect to letters of credit, guaranties or cash, as applicable.

"***Other Credit Support Exception***" means (a) with respect to any Other Credit Support constituting a guaranty, the guarantor thereunder fails to make payment after receipt of a demand for payment thereunder made in accordance with the terms of such guaranty, within three Business Days of its receipt of such demand and (b) with respect to any Other Credit Support constituting a letter of credit, the occurrence and continuance of any of the following: (i) a restraint or injunction shall be threatened or pending against the issuer of such letter of credit or the Commodity Hedge Counterparty that is the beneficiary thereof that restrains or limits or seeks to restrain or limit a draw upon, or the application of proceeds from, such letter of credit prior to, concurrent with, or following such draw or application, (ii) the issuing bank of such letter of credit shall be subject to a bankruptcy or (iii) the issuing bank shall have disavowed, repudiated or dishonored its obligations under such letter of credit after, if applicable, delivery to such issuing bank of a conforming draw request thereunder.

"***Outstanding Amount***" means, with respect to any Credit Agreement or the Second Lien LC Support Agreement, at any time, an amount equal to the sum of (a) the aggregate principal amount of the Loans outstanding under such Credit Agreement at such time *plus* (b) the aggregate amount of all outstanding and unused Commitments to extend credit that which, when funded, would constitute Loans under such Credit Agreement to the extent not terminated at such time *plus* (c) the aggregate Available Amount of all Letters of Credit issued under the First Lien Credit Agreement or Second Lien LC Support Agreement and outstanding at such time (and the amount of any reimbursement obligations for amounts drawn under such Letters of Credit).

"***Permitted Commodity Hedge and Power Sale Agreement***" means any Commodity Hedge and Power Sale Agreement which is entered into by any Loan Party in connection with any Permitted Trading Activity and is permitted under all of the Financing Documents.

"***Permitted First Lien Hedge Amount***" means, with respect to any First Lien Commodity Hedge and Power Sale Agreement and any related Commodity Hedge Guaranty (but without duplication), as of any date of determination, an amount equal to the lesser of (a) the amount of all Obligations of every nature outstanding and owed to the Commodity Hedge Counterparty party to such First Lien Commodity Hedge and Power Sale Agreement pursuant thereto at such time, including Ordinary Course Settlement Payments, Termination Payments and (b) the Maximum First Lien Amount in respect of such First Lien Commodity Hedge and Power Sale Agreement.

"***Permitted Second Lien Hedge Amount***" means, with respect to any Second Lien Commodity Hedge and Power Sale Agreement and any related Commodity Hedge Guaranty (but without duplication), as of any date of determination, an amount equal to the lesser of (a)(i) the amount of all Obligations of every nature outstanding and owed to the Commodity Hedge Counterparty party to such Second Lien Commodity Hedge and Power Sale Agreement pursuant thereto at such time, including, Ordinary Course Settlement Payments, Termination Payments *less* (ii) any Permitted First Lien Hedge Amount in respect of such Second Lien Commodity Hedge and Power Sale Agreement and (b) the Maximum Second Lien Amount in respect of such Second Lien Commodity Hedge and Power Sale Agreement.

"***Permitted Trading Activity***" means (a) the daily or forward purchase and/or sale or other acquisition or disposition of wholesale or retail electric energy, capacity, ancillary services, transmission rights, emissions allowances, weather derivatives, demand derivatives and/or related commodities, in each case, whether physical or financial, (b) the daily or forward purchase and/or sale or other acquisition of fuel, fuel transportation and/or storage rights and/or capacity, whether physical or financial, (c) electric energy-related tolling transactions, as seller or tolling servicer, (d) price risk management activities or services, (e) other similar electric industry activities or services or (f) additional services as may be consistent with Prudent Industry Practice (as defined in the First Lien Credit Agreement) from time to time in support of the marketing and trading related to the Projects, in each case in the foregoing clauses (a) through (f), to the extent (i) the purpose of such activity (when taken together with any other related Permitted Trading Activities undertaken by the Loan Parties from time to time) is to protect the Borrower and the other Loan Parties against fluctuations in the price, availability or supply of any commodity or for compliance with applicable law, (ii) such activity is conducted in the ordinary course of business of the Borrower and the other Loan Parties and (iii) not for speculative purposes or on a speculative basis.

"***Person***" means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof.

"***Plan of Reorganization***" means any plan of reorganization, plan of liquidation, agreement for composition, or other type of plan of arrangement proposed in or in connection with any Insolvency or Liquidation Proceeding.

"***Pledged Collateral***" means, as the context may require, (a) any Collateral, to the extent that possession or control thereof is necessary to perfect a Lien thereon under the UCC, including any deposit account or securities account (as such terms are defined in the UCC) and/or (b) any rights to receive payments under any insurance policy that constitute Collateral and with respect to which a secured party is required to be named as an additional insured or a loss payee in order to perfect a Lien thereon.

"***Preferred Interests***" means, with respect to any Person, Equity Interests issued by such Person that are entitled to a preference or priority over any other Equity Interests issued by such Person upon any distribution of such Person's property and assets, whether by dividend or upon liquidation.

"***Project***" means each of the Athens Project and the Millennium Project.

"***Project Companies***" means Athens and Millennium.

"***Property***" means any right or interest in or to any asset or property of any kind whatsoever (including Equity Interests), whether real, personal or mixed and whether tangible or intangible.

"***Redeemable***" means, with respect to any Equity Interest, any such Equity Interest that (a) the issuer has undertaken to redeem at a fixed or determinable date or dates, whether by operation of a sinking fund or otherwise, or upon the occurrence of a condition not solely within the control of the issuer or (b) is redeemable at the option of the holder.

"***Refinance***" means, in respect of any Debt, (a) such Debt (in whole or in part) as extended, renewed, defeased, refinanced, replaced, refunded or repaid and (b) any other Debt issued in exchange or replacement for or to refinance such Debt, in whole or in part, whether with the same or different lenders, arrangers and/or agents and whether with a larger or smaller aggregate principal amount and/or a longer or shorter maturity, in each case to the extent permitted under the terms of all of the Financing Documents. "***Refinanced***" and "***Refinancing***" shall have correlative meanings.

"***Required First Lien Lenders***" means Required Lenders (as defined in the First Lien Credit Agreement).

"***Required First Lien Secured Parties***" means, at any time, First Lien Secured Parties owed or holding more than 50% of the sum of (without duplication):

(a) the Outstanding Amount under the First Lien Credit Agreement at such time; and

(b) after the occurrence of an Early Termination Event under any First Lien Commodity Hedge and Power Sale Agreement, the Eligible Hedge Amount thereunder at such time up to the relevant Maximum First Lien Amount.

"***Required Rating***" means with respect to (a) any Commodity Hedge Counterparty that is described in clause (a)(i) of the definition of "*Commodity Hedge Counterparty*" either (i) the unsecured senior debt obligations of such Person are rated at least Baa1 by Moody's and at least BBB+ by S&P or (ii) such Person's obligations under any applicable Commodity Hedge and Power Sale Agreement are guaranteed by a Person whose unsecured senior debt obligations are rated at least Baa1 by Moody's and at least BBB+ by S&P, (b) any Commodity Hedge Counterparty described in clause (a)(ii) of the definition of "*Commodity Hedge Counterparty*," either (i) the unsecured senior debt obligations of such Person are rated at least Baa3 by Moody's and at least BBB- by S&P or (ii) such Commodity Hedge Counterparty's obligations under any applicable Commodity Hedge and Power Sale Agreement are guaranteed by a Person whose unsecured senior debt obligations are rated at least Baa3 by Moody's and at least BBB- by S&P, (c) any counterparty to an Energy Management Agreement (other than EDF), either (i) the unsecured senior debt obligations of such Person are rated at least Baa1 by Moody's and at least BBB+ by S&P or (ii) such Person's obligations under any applicable Energy Management Agreement are guaranteed by a Person whose unsecured senior debt obligations are rated at least Baa1 by Moody's and at least BBB+ by S&P and (d) EDF in its capacity as counterparty to an EDF EMA, either (i) the unsecured senior debt obligations of EDF are rated at least Baa3 by Moody's or at least BBB- by S&P or (ii) EDF's obligations under the EDF EMA are guaranteed by a Person whose unsecured senior debt obligations are rated at least Baa3 by Moody's or at least BBB- by S&P.

"***Required Second Lien Secured Parties***" means, at any time, Second Lien Secured Parties owed or holding more than 50% of the sum of (without duplication):

(a) the Outstanding Amount under the Second Lien Credit Agreement and the Second Lien LC Support Agreement at such time; and

(b) after the occurrence of an Early Termination Event under any Second Lien Commodity Hedge and Power Sale Agreement, the Eligible Hedge Amount thereunder at such time up to the relevant Maximum Second Lien Amount.

"***Responsible Officer***" means, as to any Person, any individual holding the position of chairman of the board (if an officer), president, chief executive officer or one of its vice presidents and such Person's treasurer or chief financial officer.

"***Second Lien***" means a second priority Lien granted pursuant to the Second Lien Collateral Documents to the Second Lien Collateral Agent (for the benefit of the Second Lien Secured Parties) upon the Second Lien Collateral to secure the Second Lien Obligations.

"***Second Lien Administrative Agent***" has the meaning specified in the preamble hereto

"***Second Lien Collateral***" means the Collateral with respect to which a Lien is granted as security for any of the Second Lien Obligations.

"***Second Lien Collateral Agent***" has the meaning specified in the preamble hereto.

"***Second Lien Collateral Documents***" means the Security Deposit Agreement, the Second Lien Security Agreement (and any agreement entered into, or required to be delivered, by any Loan Party pursuant to the terms of the Second Lien Security Agreement in order to perfect the Second Lien created on any Property pursuant thereto), each Consent and Agreement, the Second Lien Mortgages and each other agreement that creates or purports to create a Lien in favor of the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties, in each case as amended.

"***Second Lien Commodity Hedge and Power Sale Agreement***" means any Permitted Commodity Hedge and Power Sale Agreement which requires that, subject to the applicable Maximum Second Lien Amount, the obligations of the Loan Parties with respect thereto be secured by a Second Lien.

"***Second Lien Commodity Hedge Counterparty***" means each Commodity Hedge Counterparty party to any Second Lien Commodity Hedge and Power Sale Agreement; *provided* that to the extent such Second Lien Commodity Hedge and Power Sale Agreement is entered into after the date hereof, such Commodity Hedge Counterparty shall have (a) executed and delivered to each of the Collateral Agents an Accession Agreement pursuant to which it has become a party to this Agreement and has agreed to be bound by the obligations of a Second Lien Secured Party under the terms hereof or (b) if such Commodity Hedge Counterparty is already party to an Accession Agreement with respect to one or more Second Lien Commodity Hedge and Power Sale Agreements, such Commodity Hedge Counterparty shall have entered into a supplement to such Accession Agreement in the form of Attachment I thereto to include such additional Second Lien Commodity Hedge and Power Sale Agreement being entered into by such Commodity Hedge Counterparty after the date of such Accession Agreement.

"***Second Lien Credit Agreement***" has the meaning specified in the preliminary statements to this Agreement.

"***Second Lien Documents***" means, collectively (without duplication), each Second Lien Loan Document, each Second Lien Guaranty, each Second Lien Commodity Hedge and Power Sale Agreement, the Second Lien LC Support Agreement and any other agreement, document or instrument providing for or evidencing any Second Lien Obligations, in each case as each may be amended.

"***Second Lien Event of Default***" means an "*Event of Default*" as defined in the Second Lien Credit Agreement, an "*Event of Default*" as defined in the Second Lien LC Support Agreement or any Early Termination Event under any Second Lien Commodity Hedge and Power Sale Agreement.

"***Second Lien Guaranty***" means (a) the guaranty by each Guarantor under the Second Lien Credit Agreement (including for the benefit of the Second Lien LC Support Provider in order to guaranty the obligations under the Second Lien LC Support Agreement) and (b) to the extent relating to

any Second Lien Commodity Hedge and Power Sale Agreement and subject to the applicable Permitted Second Lien Hedge Amount, each Commodity Hedge Guaranty.

"***Second Lien Indemnified Costs***" has the meaning specified in Section 7.10(d)(i).

"***Second Lien LC Support Agreement***" has the meaning specified in the preliminary statements hereto.

"***Second Lien LC Support Provider***" has the meaning specified in the preamble hereto.

"***Second Lien Lenders***" means any Person with a Commitment to extend credit or owed any outstanding Second Lien Loans under the Second Lien Credit Agreement.

"***Second Lien Letters of Credit***" means each "Letter of Credit" (issued under, and as defined in, the Second Lien LC Support Agreement) and any other letter of credit issued under the Second Lien Documents.

"***Second Lien Loan***" means (without duplication) any loan or similar extension of credit under the Second Lien Credit Agreement.

"***Second Lien Loan Documents***" means, collectively, the Second Lien Credit Agreement, this Agreement, the Second Lien Collateral Documents, any other agreement, document or instrument providing for or evidencing the obligations of the Loan Parties under the Second Lien Credit Agreement and any other document or instrument executed or delivered at any time in connection with any of the obligations of the Loan Parties under the Second Lien Credit Agreement, including any guaranty delivered in connection therewith or any intercreditor or joinder agreement among any of the Secured Parties, to the extent such are effective at the relevant time, in each case, as amended.

"***Second Lien Mortgages***" means a collective reference to each mortgage, deed of trust and other document or instrument under which any Lien on real property owned or leased by any Loan Party is granted to secure any Second Lien Obligations or under which rights or remedies with respect to any such Liens are governed, as amended.

"***Second Lien Obligations***" means (a) all obligations of every nature outstanding under the Second Lien Documents, including, without limitation, all Interest Expense, fees, premium, expenses, reimbursement of amounts drawn under Second Lien Letters of Credit and other charges accrued or accruing (or which would, absent commencement of an Insolvency or Liquidation Proceeding, accrue) on or after the commencement of any Insolvency or Liquidation Proceeding at the rate specified in the relevant Second Lien Document, whether or not such interest, fees, premium, expenses or other charges are allowed or allowable in any such Insolvency or Liquidating Proceeding and (b) with respect to any Second Lien Commodity Hedge and Power Sale Agreement or related Commodity Hedge Guaranty (but without duplication), the Permitted Second Lien Hedge Amount owed to the applicable counterparty pursuant thereto.

"***Second Lien Secured Debt Representative***" means the Second Lien Administrative Agent, each Second Lien Commodity Hedge Counterparty and the Second Lien LC Support Provider.

"***Second Lien Secured Parties***" means, at any time, the holders of Second Lien Obligations at such time, including the Second Lien Administrative Agent, the Second Lien Collateral Agent, the Second Lien Lenders, the Second Lien LC Support Provider and the Second Lien Commodity Hedge Counterparties; *provided* that, in the case of any Second Lien Commodity Hedge Counterparty that is not a party hereto as of the date hereof, such Second Lien Commodity Hedge Counterparty, as applicable, shall have (a) executed and delivered to each of the Collateral Agents an Accession Agreement pursuant to which it has become a party to this Agreement and has agreed to be bound by the

obligations of a Second Lien Secured Party under the terms hereof or (b) in the case of any such Second Lien Commodity Hedge Counterparty that is already party to an Accession Agreement with respect to one or more Second Lien Commodity Hedge and Power Sale Agreements, such Second Lien Commodity Hedge Counterparty shall have entered into a supplement to such Accession Agreement in the form of Attachment I thereto to include such additional Second Lien Commodity Hedge and Power Sale Agreement being entered into by such Second Lien Commodity Hedge Counterparty after the date of such Accession Agreement.

"***Second Lien Security Agreement***" means that certain Second Lien Security Agreement, dated as of the date hereof, by the Borrower and the Guarantors in favor of the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties, as amended.

"***Secured Commodity Hedge and Power Sale Agreement***" means (a) each First Lien Commodity Hedge and Power Sale Agreement and (b) each Second Lien Commodity Hedge and Power Sale Agreement.

"***Secured Debt Representative***" means (a) with respect to the First Lien Lenders, the First Lien Administrative Agent, (b) with respect to any First Lien Commodity Hedge and Power Sale Agreement, the First Lien Commodity Hedge Counterparty party thereto, (c) with respect to the Second Lien Lenders, the Second Lien Administrative Agent, (d) with respect to any Second Lien Commodity Hedge and Power Sale Agreement, the Second Lien Commodity Hedge Counterparty party thereto and (e) with respect to the Second Lien LC Support Agreement, the Second Lien LC Support Provider.

"***Secured Obligations***" means, collectively, the First Lien Obligations and the Second Lien Obligations.

"***Secured Parties***" means the Collateral Agents, the Depositary, the First Lien Secured Parties and the Second Lien Secured Parties, as the context may require.

"***Security Deposit Agreement***" means that certain Security Deposit Agreement, dated as of the date hereof, by and among the Borrower, the Guarantors, the Depositary, the First Lien Collateral Agent and the Second Lien Collateral Agent.

"***Specified Project Foreclosure Sale***" shall have the meaning specified in Section 9.23.

"***Subsidiary***" of any Person means any corporation, partnership, joint venture, limited liability company, trust or estate of which (or in which) more than 50% of (a) the issued and outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether at the time capital stock of any other class or classes of such corporation shall or might have voting power upon the occurrence of any contingency), (b) the interest in the capital or profits of such partnership, joint venture or limited liability company or (c) the beneficial interest in such trust or estate is at the time directly or indirectly owned or controlled by such Person, by such Person and one or more of its other Subsidiaries or by one or more of such Person's other Subsidiaries.

"***Supplemental Collateral Agent***" shall have the meaning specified in Section 7.2(b).

"***Synthetic Debt***" means, with respect to any Person, without duplication of any clause within the definition of "*Debt*," the principal amount of all (a) obligations of such Person under any lease that is treated as an operating lease for financial accounting purposes and a financing lease for tax purposes (i.e., a "*synthetic lease*"), (b) obligations of such Person in respect of transactions entered into by such Person, the proceeds from which would be reflected on the financial statements of such Person in accordance with GAAP as cash flows from financings at the time such transaction was entered into (other than as a result of the issuance of Equity Interests) and (c) obligations of such Person in respect of other

transactions entered into by such Person that are not otherwise addressed in the definition of "*Debt*" or in clause (a) or (b) above that are intended to function primarily as a borrowing of funds (including, without limitation, any minority interest transactions that function primarily as a borrowing).

"***Termination Payment***" means any amount payable to or by the Borrower or any of its Subsidiaries in connection with a termination (whether as a result of the occurrence of an event of default or other termination event) of any Hedge Agreement or Commodity Hedge and Power Sale Agreement; *provided* that for the avoidance of doubt, "*Termination Payments*" shall not include any Ordinary Course Settlement Payments due under any such Hedge Agreement or Commodity Hedge and Power Sale Agreement.

"***UCC***" means the Uniform Commercial Code as in effect from time to time in the State of New York or, when the context implies, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

"***Voting Interests***" means shares of capital stock issued by a corporation, or equivalent Equity Interests in any other Person, the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such Person, even if the right so to vote has been suspended by the happening of such a contingency.

"***Waterfall Trigger Event***" means the first to occur of (w) the acceleration of any Debt under the Financing Documents, (x) the occurrence of a payment default under any Financing Document, (y) the occurrence of an Insolvency or Liquidation Proceeding with respect to the Borrower or any Guarantor or (z) an "event of default" under any Financing Document and the commencement by the applicable Collateral Agent or Lenders of the exercise of its remedies thereunder in respect thereof including, any sale, lease, exchange, transfer or other disposition of Collateral.

1.2 Computation of Time Periods; Other Definitional Provisions. In this Agreement and the Collateral Documents in the computation of periods of time from a specified date to a later specified date, the word "*from*" means "*from and including*" and the words "*to*" and "*until*" each mean "*to but excluding*." In this Agreement and the Collateral Documents, the word "*including*" shall be deemed to be mean "*including without limitation*". References in this Agreement and the Collateral Documents to any agreement or contract "*as amended*" shall mean and be a reference to such agreement or contract as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms and the terms of all of the other Financing Documents.

1.3 Certifications, Etc. All certifications, notices, declarations, representations, warranties and statements made by any officer, director or employee or a Loan Party pursuant to or in connection with the Agreement shall be made in such person's capacity as officer, director or employee on behalf of the Loan Party and not in such Person's individual capacity.

SECTION 2. Lien Priorities.

2.1 Relative Priorities. (a) Notwithstanding any provision contained herein, each of the parties hereto hereby acknowledges and agrees that:

(i) the grant of the Liens pursuant to the Collateral Documents creates two separate and distinct Liens over the Collateral: the First Lien securing the payment and performance of the First Lien Obligations and the Second Lien securing the payment and performance of the Second Lien Obligations;

(ii) the Liens securing the Second Lien Obligations are subject and subordinate on the terms contained in this Agreement to the Liens securing the First Lien Obligations; and

(iii) because of, among other things, their differing rights in the Collateral, the Second Lien Obligations are fundamentally different from the First Lien Obligations and, in each case, must be separately classified in any plan of reorganization proposed or adopted in an Insolvency or Liquidation Proceeding.

To further effectuate the intent of the parties as provided in the immediately preceding clauses (i), (ii) and (iii), if a court in any Insolvency or Liquidation Proceeding or otherwise holds that the claims of more than one class of Secured Parties in respect of the Collateral constitute only one secured claim (rather than two separate classes of secured claims), then each of the parties hereto hereby acknowledges and agrees that, subject to this Section 2.1 and 4.1, all distributions in such Insolvency or Liquidation Proceeding or otherwise shall be made as if there were two separate classes of secured claims against the Loan Parties in respect of the Collateral (with the effect being that, to the extent the aggregate value of the Collateral is sufficient (for this purpose ignoring all claims held by the Second Lien Secured Parties), the First Lien Secured Parties shall be entitled to receive on a *pro rata* basis all amounts owing (including, principal, pre-petition interest, all amounts owing in respect of post-petition interest and/or additional interest payable pursuant to the First Lien Documents arising from a default, which is disallowed as a claim in any Insolvency or Liquidation Proceeding and any other claims constituting First Lien Obligations) to such First Lien Secured Parties under the First Lien Documents before any distribution is made in respect of the claims arising from the Second Lien Obligations held by the Second Lien Secured Parties, and the Second Lien Collateral Agent (on behalf of itself and the Second Lien Secured Parties) and each Second Lien Secured Party hereby acknowledges and agrees to turn over to the First Lien Collateral Agent (who in turn will turn over to the First Lien Administrative Agent (for itself and on behalf of the First Lien Lenders) and, subject to the applicable Permitted First Lien Hedge Amount, the First Lien Commodity Hedge Counterparties) amounts otherwise received or receivable by them to the extent necessary to effectuate the intent of this sentence, even if such turnover has the effect of reducing the claim or recovery of the Second Lien Secured Parties.

(b) Notwithstanding (i) the date, time, method, manner or order of grant, attachment or perfection of (A) any Liens securing the Second Lien Obligations granted on the Collateral or (B) any Liens securing the First Lien Obligations granted on the Collateral, (ii) anything contained in any filing or agreement to which any Agent or other Secured Party (either individually or collectively or in the case of any Agent, for its own behalf or on behalf of any of the Secured Parties), now or hereafter may be a party, (iii) the perfection of or avoidability of such Liens or claims securing the First Lien Obligations or the Second Lien Obligations, as the case may be, (iv) any provision of the UCC, (v) any other applicable law or any provision set forth in the Second Lien Documents, (vi) any defect or deficiencies in, or failure to perfect, the Liens securing the First Lien Obligations or the Second Lien Obligations or (vii) any other circumstances whatsoever, in each case, each of the Second Lien Collateral Agent (on behalf of itself and each Second Lien Secured Party) and each Second Lien Secured Party hereby agrees that:

(1) any Lien on the Collateral securing any First Lien Obligations now or hereafter held by or on behalf of the First Lien Collateral Agent or any of the First Lien Secured Parties or any agent or trustee therefor, regardless of how acquired, whether by grant, possession, statute, operation of law, subrogation or otherwise, shall be senior in all respects and prior to any Lien on the Collateral securing any Second Lien Obligations; and

(2) any Lien on the Collateral securing any Second Lien Obligations now or hereafter held by or on behalf of, or created for the benefit of the Second Lien Collateral Agent or any of the Second Lien Secured Parties or any agent or trustee therefor, regardless of how acquired, whether by grant, possession, statute, operation of law, subrogation or otherwise, shall be junior and subordinate in all respects to all Liens on the Collateral securing any First Lien Obligations. All Liens on the Collateral securing any First Lien Obligations shall be and remain senior in all respects and prior to all Liens on the Collateral securing any Second Lien Obligations for all purposes, whether or not such Liens securing any

First Lien Obligations are subordinated to any Lien securing any other obligation of the Borrower, any other Loan Party or any other Person.

2.2 Prohibition on Contesting Liens. Each of the First Lien Collateral Agent (on behalf of itself and each First Lien Secured Party), the First Lien Administrative Agent (on behalf of itself and each First Lien Lender), each other First Lien Secured Party, the Second Lien Collateral Agent (on behalf of itself and each Second Lien Secured Party), the Second Lien Administrative Agent (on behalf of itself and each Second Lien Lender), the Second Lien LC Support Provider, and each other Second Lien Secured Party agrees that it will not (and hereby waives any right to) contest or support any other Person in contesting, in any proceeding (including any Insolvency or Liquidation Proceeding), (i) the validity or enforceability of any Collateral Document or any Obligation thereunder, (ii) the priority, validity, perfection or enforceability of the Liens, mortgages, assignments and security interests granted pursuant to the Collateral Documents with respect to the First Lien Obligations or (iii) the relative rights and duties of the holders of the First Lien Obligations and the Second Lien Obligations granted or established in this Agreement or any other Collateral Document with respect to the Liens, mortgages, assignments, and security interests; *provided* that nothing in this Agreement shall be construed to prevent or impair the rights of the First Lien Collateral Agent, any First Lien Secured Debt Representative or any First Lien Secured Party to enforce this Agreement, including the provisions of this Agreement relating to the priority of the Liens securing the First Lien Obligations and the Second Lien Obligations as provided in Sections 2.1 and 3.1.

2.3 No New Liens. (a) So long as the Discharge of First Lien Obligations has not occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against the Borrower or any Guarantor, the parties hereto agree that no Loan Party shall:

(i) grant or permit any additional Liens on any Property to secure any Second Lien Obligations unless it has granted or concurrently grants a Lien on such Property to secure the First Lien Obligations; or

(ii) grant or permit any additional Liens on any Property to secure any of the First Lien Obligations unless it has granted or concurrently grants a Lien on such Property to secure the Second Lien Obligations.

To the extent that the foregoing provisions are not complied with for any reason, without limiting any other rights and remedies available to the First Lien Collateral Agent and/or the First Lien Secured Parties, the Second Lien Administrative Agent (on behalf of itself and the Second Lien Lenders), the Second Lien Collateral Agent (on behalf of itself and the Second Lien Secured Parties), the Second Lien LC Support Provider and each other Second Lien Secured Party agrees that any amounts received by or distributed to any of them pursuant to or as a result of Liens granted in contravention of this Section 2.3 shall be subject to Section 4.2.

2.4 Similar Liens and Agreements. The parties hereto agree that it is their intention that the First Lien Collateral and the Second Lien Collateral be identical, except to the extent that the First Lien Collateral may become more expansive than the Second Lien Collateral as a result of a determination by a Bankruptcy Court or any other court of competent jurisdiction. In furtherance of the foregoing and of Section 9.10, the parties hereto agree, subject to the other provisions of this Agreement:

(a) upon request by the First Lien Collateral Agent, the Second Lien Collateral Agent, any Secured Debt Representative, any First Lien Secured Party or any Second Lien Secured Party, to cooperate in good faith (and to direct their counsel to cooperate in good faith) from time to time in order to determine the specific items included in the First Lien Collateral and the Second Lien Collateral and the steps taken to perfect their respective Liens thereon and the

identity of the respective parties obligated under the applicable First Lien Documents and the Second Lien Documents; and

(b) that the documents, agreements and instruments creating or evidencing the Liens on the First Lien Collateral and the Liens on the Second Lien Collateral and the First Lien Guaranties and the Second Lien Guaranties shall be in all material respects the same forms of documents other than with respect to the first lien or second lien nature of the Obligations thereunder.

2.5 Nature of Obligations. The priorities of the Liens provided in Section 2.1 shall not be altered or otherwise affected by (a) any Refinancing of the First Lien Obligations or the Second Lien Obligations permitted under the Financing Documents nor (b) any action or inaction which any of the First Lien Secured Parties or Second Lien Secured Parties may take or fail to take in respect of the Collateral.

SECTION 3. Enforcement.

3.1 Exercise of Remedies. (a) Until the Discharge of First Lien Obligations has occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against the Borrower or any other Loan Party, the Second Lien Collateral Agent (on behalf of itself and the Second Lien Secured Parties) and each other Second Lien Secured Party:

(i) will not exercise or seek to exercise any rights or remedies with respect to any Collateral (including the exercise of any right of setoff (but subject to Section 5.9(a)) or any right under any lockbox agreement, account control agreement, landlord waiver or bailee's letter or similar agreement or arrangement to which the Second Lien Collateral Agent, any Second Lien Secured Debt Representative or any Second Lien Secured Party is a party or which runs for the benefit of the Second Lien Collateral Agent (on behalf of the Second Lien Secured Parties) or any Second Lien Secured Party) or institute any action or proceeding, or join with any Person in commencing any action or proceeding with respect to such rights or remedies (including any action of foreclosure, enforcement, collection or execution of any Insolvency or Liquidation Proceeding);

(ii) will not contest, protest or object to any foreclosure proceeding or action brought by the First Lien Collateral Agent, any First Lien Secured Debt Representative or any First Lien Secured Party or any other exercise by the First Lien Collateral Agent, any First Lien Secured Debt Representative or any First Lien Secured Party of any rights and remedies relating to the Collateral under the First Lien Documents or otherwise;

(iii) will not object to (and waives any and all claims with respect to) the forbearance by the First Lien Collateral Agent, any First Lien Secured Debt Representative or any First Lien Secured Party from bringing or pursuing any foreclosure proceeding or action or any other exercise of any rights or remedies relating to the Collateral;

(iv) will not oppose or otherwise contest any claim by the First Lien Collateral Agent (on behalf of itself or the First Lien Secured Parties), the First Lien Administrative Agent (on behalf of itself or any First Lien Lender), or any First Lien Secured Party, or take any other action with respect to any relief or remedy that the First Lien Collateral Agent or any First Lien Secured Party seeks or supports in any Insolvency or Liquidation Proceeding including without limitation, the appointment of a trustee, relief from the automatic stay, termination of exclusivity, proposal of a plan of reorganization, or sale of Collateral;

(v) will not challenge the validity, enforceability, perfection or priority of the Liens held by the First Lien Collateral Agent or any First Lien Secured Party; and

(vi) will not seek any relief or remedy in any Insolvency or Liquidation Proceeding without the prior written consent of the First Lien Collateral Agent (subject to the First Lien Secured Parties' sole discretion) that would otherwise be prohibited under this Section 3.1(a);

provided, that in the case of clauses (i) through (vi), the Liens granted to secure the Second Lien Obligations shall attach to any proceeds resulting from actions taken by the First Lien Collateral Agent or any First Lien Secured Party in accordance with this Agreement subject to the relative priorities described in Section 2.1.

(b) (i) Until the Discharge of First Lien Obligations has occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against the Borrower or any Guarantor, the First Lien Collateral Agent, at the written direction of the Required First Lien Secured Parties, shall have the exclusive right to enforce rights, exercise remedies (including set-off (but subject to Section 5.9(a) and the right to credit bid the First Lien Obligations) and make determinations regarding the release, sale, disposition or restrictions with respect to the Collateral without any consultation with or the consent of the Second Lien Collateral Agent or any Second Lien Secured Party (or any Second Lien Secured Debt Representative in respect thereof); *provided* that the Lien securing the Second Lien Obligations shall remain on the proceeds of such Collateral released or disposed of subject to the relative priorities described in Section 2.1). In exercising rights and remedies with respect to the Collateral, the First Lien Collateral Agent, at the written direction of the Required First Lien Secured Parties, may enforce the provisions of the First Lien Collateral Documents and exercise remedies thereunder, all in such order and in such manner as they may determine in the exercise of their sole discretion. Such exercise and enforcement shall include the rights of the First Lien Collateral Agent (or any other agent appointed by the Required First Lien Secured Parties) to sell or otherwise dispose of Collateral upon foreclosure as set forth in the First Lien Collateral Documents, to incur expenses in connection with such sale or disposition, and to exercise all the rights and remedies of a secured creditor under the UCC and the First Lien Collateral Documents and of a secured creditor under the Bankruptcy Laws of any applicable jurisdiction.

(ii) After the Discharge of First Lien Obligations, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against the Borrower or any Guarantor, the Second Lien Collateral Agent, at the written direction of the Required Second Lien Secured Parties shall have the exclusive right to enforce rights, exercise remedies (including set-off (but subject to Section 5.9(a)) and the right to credit bid the Second Lien Obligations and make determinations regarding the release, sale, disposition or restrictions with respect to the Collateral. In exercising rights and remedies with respect to the Collateral (to the extent otherwise permitted under the terms of this Agreement), the Second Lien Collateral Agent, at the written direction of the Required Second Lien Secured Parties, may enforce the provisions of the Second Lien Collateral Documents and exercise remedies thereunder, all in such order and in such manner as they may determine in the exercise of their sole discretion. Such exercise of remedies shall include the rights of the Second Lien Collateral Agent (or any other agent appointed by the Required Second Lien Secured Parties) to sell or otherwise dispose of Collateral upon foreclosure as set forth in the Second Lien Collateral Documents, to incur expenses in connection with such sale or disposition and to exercise all of the rights and remedies of a secured creditor under the UCC and the Second Lien Collateral Documents and of a secured creditor under Bankruptcy Laws of any applicable jurisdiction.

(c) The Second Lien Collateral Agent (on behalf of itself and the Second Lien Secured Parties) and each Second Lien Secured Party agree that they will not take or receive any Collateral or any proceeds of Collateral in connection with the exercise of any right or remedy (including

set-off (but subject to Section 5.9(a)) with respect to any Collateral in their capacity as creditors unless and until the Discharge of First Lien Obligations has occurred, except as provided in Sections 3.1(g) and 6.3. Without limiting the generality of the foregoing, unless and until the Discharge of First Lien Obligations has occurred, except as expressly provided in Sections 3.1(g) and 6.3 and this Section 3.1(c), the sole right of the Second Lien Collateral Agent and any other Second Lien Secured Party with respect to the Collateral is to hold a Lien on the Collateral pursuant to the Second Lien Collateral Documents for the period and to the extent granted therein and to receive a share of the proceeds thereof, if any, after the Discharge of First Lien Obligations has occurred.

(d) The Second Lien Collateral Agent (on behalf of itself and the Second Lien Secured Parties) and each Second Lien Secured Party each:

(i) agrees not to take any action that would hinder, delay, limit or prohibit any exercise of remedies under the First Lien Documents or is otherwise prohibited hereunder, including any collection, sale, lease, exchange, transfer or other disposition of the Collateral, whether by foreclosure or otherwise or that would limit, invalidate, avoid or set aside any Lien or First Lien Collateral Document or subordinate the priority of the First Lien Obligations to the Second Lien Obligations or grant the Liens securing the Second Lien Obligations equal ranking to the Liens securing the First Lien Obligations;

(ii) hereby waives any and all rights it may have as a second lien creditor or otherwise (whether arising under the UCC or under any other law) to object to the manner in which the First Lien Collateral Agent, any First Lien Secured Debt Representative or the First Lien Secured Parties seek to enforce or collect the First Lien Obligations or the Liens securing the First Lien Obligations granted in any of the First Lien Collateral undertaken in accordance with this Agreement, regardless of whether any action or failure to act by or on behalf of the First Lien Collateral Agent, any First Lien Secured Debt Representative or the First Lien Secured Parties is adverse to the interest of the Second Lien Secured Parties; and

(iii) hereby acknowledges and agrees that no covenant, agreement or restriction contained in the Second Lien Documents (other than this Agreement) shall be deemed to restrict in any way the rights and remedies of the First Lien Collateral Agent, any First Lien Secured Debt Representative or any First Lien Secured Party with respect to the Collateral as set forth in this Agreement or any First Lien Document.

(e) Except as set forth in Section 3.1(d) and so long as not otherwise in contravention of this Agreement, the Second Lien Collateral Agent, each Second Lien Secured Debt Representative and the Second Lien Secured Parties may exercise rights and remedies as unsecured creditors against the Borrower or any Guarantor in accordance with the terms of the Second Lien Documents and applicable law; *provided* that, in the event that any Second Lien Secured Party becomes a judgment Lien creditor in respect of Collateral as a result of its enforcement of its rights as an unsecured creditor with respect to the Second Lien Obligations, such judgment Lien shall be subject to the terms of this Agreement for all purposes (including in relation to the First Lien Obligations) as the other Liens securing the Second Lien Obligations are subject to this Agreement.

(f) Subject to Article VI, including without limitation Section 5, 6.3, 6.7 and 6.8, nothing in this Agreement shall prohibit the receipt by any Second Lien Secured Debt Representative or any Second Lien Secured Party of the required payments of interest, principal and other amounts owed in respect of the Second Lien Obligations so long as such receipt is not the direct or indirect result of the exercise by the Second Lien Collateral Agent, any Second Lien Secured Debt Representative or any other Second Lien Secured Party of rights or remedies as a secured creditor (including set-off (but subject to Section 5.9(a)) or enforcement in contravention of this Agreement of any Lien held by any of them.

Nothing in this Agreement impairs or otherwise adversely affects any rights or remedies the First Lien Collateral Agent (on behalf of the First Lien Secured Parties) or any First Lien Secured Party may have with respect to the Collateral.

(g) Notwithstanding the foregoing, the Second Lien Collateral Agent, any Second Lien Secured Debt Representative and each Second Lien Secured Party may:

(i) file a claim or statement of interest with respect to the Second Lien Obligations; *provided* that an Insolvency or Liquidation Proceeding has been commenced by or against the Borrower or any Guarantor;

(ii) take any action (not adverse to the priority status of the Liens on the Collateral securing the First Lien Obligations, or the rights of the First Lien Collateral Agent or the First Lien Secured Parties to exercise remedies in respect thereof) in order to create, perfect, preserve or protect its Lien on the Collateral;

(iii) file any necessary responsive or defensive pleadings in opposition to any motion, claim, adversary proceeding or other pleading made by any Person objecting to or otherwise seeking the disallowance of the claims of the Second Lien Secured Parties, including any claims secured by the Collateral, if any, in each case in accordance with the terms of this Agreement;

(iv) file any pleadings, objections, motions or agreements which assert rights or interests available to unsecured creditors of the Loan Parties arising under any Insolvency or Liquidation Proceeding or applicable non-bankruptcy law, in each case not inconsistent with the terms of this Agreement; and

(v) vote on any plan of reorganization, file any proof of claim, make other filings and make any arguments and motions that are, in each case, in accordance with the terms of this Agreement, with respect to the Second Lien Obligations and the Collateral.

3.2 Enforcement of Liens. (a) (i) At all times prior to the Discharge of First Lien Obligations, the Required First Lien Secured Parties will have, subject to the terms of this Agreement and the other First Lien Documents, the right to authorize and direct the First Lien Collateral Agent with respect to the First Lien Collateral Documents and the Collateral, including, without limitation the exclusive right to authorize or direct the First Lien Collateral Agent to enforce, collect or realize on any Collateral or exercise any other right or remedy with respect to the Collateral.

(ii) At all times after the Discharge of First Lien Obligations but before the Discharge of Second Lien Obligations, the Required Second Lien Secured Parties will have, subject to the terms of this Agreement and the other Second Lien Documents, the right to authorize and direct the Second Lien Collateral Agent with respect to the Second Lien Collateral Documents and the Collateral, including, without limitation, the exclusive right to authorize or direct the Second Lien Collateral Agent to enforce, collect or realize on any Collateral or exercise any other right or remedy with respect to the Collateral.

(b) (i) Until the Discharge of First Lien Obligations, except to the extent directed or consented to in writing by the Required First Lien Secured Parties, none of the First Lien Collateral Agent, any First Lien Secured Debt Representative or any other First Lien Secured Party will:

(A) request judicial relief, in any Insolvency or Liquidation Proceeding or in any other court, that would hinder, delay, limit or prohibit the lawful exercise or enforcement of any right or remedy otherwise available to the First Lien Secured Parties in respect of the Liens granted to the First Lien Collateral Agent, for the benefit of the First Lien Secured Parties;

(B) oppose or otherwise contest any motion for relief from the automatic stay or for any injunction against foreclosure or enforcement of Liens granted to the First Lien Collateral Agent, for the benefit of the First Lien Secured Parties, made by the First Lien Collateral Agent, acting at the direction of, or as consented to by, the Required First Lien Secured Parties, in any Insolvency or Liquidation Proceeding;

(C) oppose or otherwise contest any lawful exercise by the First Lien Collateral Agent, acting at the direction of, or as consented to by, the Required First Lien Secured Parties, of the right to credit bid the First Lien Obligations at any sale in foreclosure of the Liens granted to the First Lien Collateral Agent, for the benefit of the First Lien Secured Parties; or

(D) oppose or otherwise contest any other request for judicial relief made in any court by the First Lien Collateral Agent, acting at the direction of, or as consented to by, the Required First Lien Secured Parties; relating to the lawful enforcement of any First Lien;

provided, *however*, that the First Lien Collateral Agent may take such actions as it deems desirable to create, prove, preserve or protect the Liens upon any Collateral. Notwithstanding the foregoing, both before and during an Insolvency or Liquidation Proceeding, any First Lien Secured Party and any First Lien Secured Debt Representative may take any actions and exercise any and all rights that they would have as an unsecured creditor, including, without limitation, the commencement of an Insolvency or Liquidation Proceeding against any Loan Party in accordance with applicable law and the termination of any Financing Document in accordance with the terms thereof; *provided* that the First Lien Secured Parties and the First Lien Secured Debt Representatives may not take any of the actions prohibited by clauses (A) through (D) above or oppose or contest any other claim that it has agreed not to oppose or contest under Section 6.

(ii) After the Discharge of First Lien Obligations and until the Discharge of Second Lien Obligations, except to the extent directed or consented to by the Required Second Lien Secured Parties, none of the Second Lien Collateral Agent, any Second Lien Secured Debt Representative or any other Second Lien Secured Party will:

(A) request judicial relief, in any Insolvency or Liquidation Proceeding or in any other court, that would hinder, delay, limit or prohibit the lawful exercise or enforcement of any right or remedy otherwise available to the Second Lien Secured Parties in respect of the Liens granted to the Second Lien Collateral Agent, for the benefit of the Second Lien Secured Parties;

(B) oppose or otherwise contest any motion for relief from the automatic stay or for any injunction against foreclosure or enforcement of Liens granted to the Second Lien Collateral Agent, for the benefit of the Second Lien Secured Parties, made by the Second Lien Collateral Agent, acting at the direction of, or as consented to by, the Required Second Lien Secured Parties, in any Insolvency or Liquidation Proceeding;

(C) oppose or otherwise contest any lawful exercise by the Second Lien Collateral Agent, acting at the direction of, or as consented to by, the Required Second Lien Secured Parties, of the right to credit bid the Second Lien Obligations at any sale in foreclosure of the Liens granted to the Second Lien Collateral Agent, for the benefit of the Second Lien Secured Parties; or

(D) oppose or otherwise contest any other request for judicial relief made in any court by the Second Lien Collateral Agent, acting at the direction of, or as consented to by, the Required Second Lien Secured Parties; relating to the lawful enforcement of any Second Lien;

provided, *however*, that the Second Lien Collateral Agent may take such actions as it deems desirable to create, prove, preserve or protect the Liens upon any Collateral. Notwithstanding the foregoing, both before and during an Insolvency or Liquidation Proceeding, any Second Lien Secured Party and any Second Lien Secured Debt Representative may take any actions and exercise any and all rights that they would have as an unsecured creditor, including, without limitation, the commencement of an Insolvency or Liquidation Proceeding against any Loan Party in accordance with applicable law and the termination of any Financing Document in accordance with the terms thereof; *provided* that the Second Lien Secured Parties and the Second Lien Secured Debt Representatives may not take any of the actions prohibited by clauses (A) through (D) above or oppose or contest any other that it has agreed not to oppose or contest under Section 6.

(c) (i) Prior to the Discharge of First Lien Obligations, in exercising rights and remedies with respect to the Collateral after the occurrence and during the continuance of any First Lien Event of Default, the First Lien Secured Debt Representatives may, at the written direction of the Required First Lien Secured Parties, instruct the First Lien Collateral Agent to enforce (or to refrain from enforcing) the provisions of the First Lien Collateral Documents in respect of the First Lien Obligations and exercise (or refrain from exercising) remedies thereunder or any such rights and remedies, all in such order and in such manner as the First Lien Collateral Agent may determine, unless otherwise directed by the Required First Lien Secured Parties, including:

(A) the exercise or forbearance from exercise of all rights and remedies in respect of the First Lien Collateral and/or the First Lien Obligations;

(B) the enforcement or forbearance from enforcement of any Lien in respect of the First Lien Collateral;

(C) the exercise or forbearance from exercise of rights and powers of a holder of Equity Interests or any other form of securities included in the Collateral to the extent provided in the First Lien Collateral Documents;

(D) the acceptance of the First Lien Collateral in full or partial satisfaction of the First Lien Obligations; and

(E) the exercise or forbearance from exercise of all rights and remedies of a secured lender under the UCC or any similar law of any applicable jurisdiction or in equity.

(ii) After the Discharge of First Lien Obligations but prior to the Discharge of Second Lien Obligations, in exercising rights and remedies with respect to the Collateral after the occurrence and during the continuance of any Second Lien Event of Default, the Second Lien Secured Debt Representatives may, at the direction of the Required Second Lien Secured Parties, instruct the Second Lien Collateral Agent to enforce (or to refrain from enforcing) the provisions of the Second Lien Collateral Documents in respect of the Second Lien Obligations and exercise (or refrain from exercising) remedies thereunder or any such rights and remedies, all in such order and in such manner as the Second Lien Collateral Agent may determine, unless otherwise directed in writing by the Required Second Lien Secured Parties, including:

(A) the exercise or forbearance from exercise of all rights and remedies in respect of the Second Lien Collateral and/or the Second Lien Obligations;

(B) the enforcement or forbearance from enforcement of any Lien in respect of the Second Lien Collateral;

(C) the exercise or forbearance from exercise of rights and powers of a holder of Equity Interests or any other form of securities included in the Collateral to the extent provided in the Second Lien Collateral Documents;

(D) the acceptance of the Second Lien Collateral in full or partial satisfaction of the Second Lien Obligations; and

(E) the exercise or forbearance from exercise of all rights and remedies of a secured lender under the UCC or any similar law of any applicable jurisdiction or in equity.

(d) (i) Prior to the Discharge of First Lien Obligations and following notice of any First Lien Event of Default received pursuant to Section 7.5, any First Lien Secured Debt Representative may request in writing that the First Lien Collateral Agent pursue any lawful action in respect of the First Lien Collateral in accordance with the terms of the First Lien Collateral Documents. Upon any such written request, the First Lien Collateral Agent shall seek the consent of the Required First Lien Secured Parties to pursue such action (it being understood that the First Lien Collateral Agent shall not be required to advise the Required First Lien Secured Parties to pursue any such action). Prior to the Discharge of First Lien Obligations and following receipt of any written notice that a First Lien Event of Default has occurred, the First Lien Collateral Agent may await the written direction from the Required First Lien Secured Parties and, subject to the provisions of Section 7 herein, will act, or decline to act, as so directed by the Required First Lien Secured Parties, in the exercise and enforcement of the First Lien Collateral Agent's interests, rights, powers and remedies in respect of the First Lien Collateral or under the First Lien Collateral Documents or applicable law and, following the initiation of such exercise of remedies, the First Lien Collateral Agent will act, or decline to act, subject to the provisions of Section 7 herein, with respect to the manner of such exercise of remedies as directed by the Required First Lien Secured Parties.

(ii) After the Discharge of First Lien Obligations but prior to the Discharge of Second Lien Obligations and following notice of any Second Lien Event of Default received pursuant to Section 7.5, any Second Lien Secured Debt Representative may request in writing that the Second Lien Collateral Agent pursue any lawful action in respect of the Second Lien Collateral in accordance with the terms of the Second Lien Collateral Documents. Upon any such written request, the Second Lien Collateral Agent shall seek the consent of the Required Second Lien Secured Parties to pursue such action (it being understood that the Second Lien Collateral Agent shall not be required to advise the Required Second Lien Secured Parties to pursue any such action). After the Discharge of First Lien Obligations but prior to the Discharge of Second Lien Obligations and following receipt of any written notice that a Second Lien Event of Default has occurred, the Second Lien Collateral Agent may await written direction from the Required Second Lien Secured Parties and will, subject to the provisions of Section 7 herein, act, or decline to act, as so directed by the Required Second Lien Secured Parties, in the exercise and enforcement of the Second Lien Collateral Agent's interests, rights, powers and remedies in respect of the Second Lien Collateral or under the Second Lien Collateral Documents or applicable law and, following the initiation of such exercise of remedies, the Second Lien Collateral Agent will, subject to the provisions of Section 7 herein, act, or decline to act, with respect to the manner of such exercise of remedies as directed by the Required Second Lien Secured Parties.

3.3 Consents. Notwithstanding anything to the contrary contained herein or in any of the other Collateral Documents, with respect to the exercise of any rights or remedies of any of the Secured Parties under any of the Consents and Agreements, (a) until the Discharge of First Lien Obligations, the First Lien Collateral Agent shall have the sole right to exercise such rights or remedies at the written direction of the Required First Lien Lenders and (b) following the Discharge of First Lien Obligations, but until the Discharge of Second Lien Obligations, the Second Lien Collateral Agent, shall

have the sole right to exercise such rights and remedies at the written direction of the Required Second Lien Secured Parties.

SECTION 4. Payments.

4.1 Application of Proceeds. (a) Following the occurrence of a Waterfall Trigger Event, any proceeds of any Collateral received in accordance with the terms hereof either in accordance with account control rights exercised by the First Lien Collateral Agent (irrespective of whether such control rights have been exercised pursuant to a remedies instruction), in a liquidation, foreclosure or similar exercise of secured creditor remedies related to the sale of such Collateral or in any Insolvency or Liquidation Proceeding, shall be applied by the First Lien Collateral Agent (or, after the Discharge of First Lien Obligations, the Second Lien Collateral Agent) as follows:

first, on a *pro rata* basis, to the payment of all costs and expenses incurred by each of the First Lien Collateral Agent, the First Lien Administrative Agent, and the Depositary (in their capacity as such) in connection with such Waterfall Trigger Event or otherwise in connection with this Agreement, any other First Lien Loan Document or any of the First Lien Obligations, including all court costs and the fees and expenses of its agents and legal counsel as provided in the First Lien Loan Documents, the repayment of all advances made by the First Lien Collateral Agent hereunder or under any other First Lien Loan Document on behalf of any Guarantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other First Lien Loan Document; *provided* that with respect to costs, fees and expenses, to the extent reimbursable under the First Lien Loan Documents or otherwise approved by a court in any Insolvency or Liquidation Proceeding;

second, on a *pro rata* basis to any First Lien Secured Party which has theretofore advanced or paid any fees to any Agent, other than any amounts covered by priority *first*, in an amount equal to the amount thereof so advanced or paid by such First Lien Secured Party and for which such First Lien Secured Party has not been previously reimbursed; *provided* that with respect to costs, fees and expenses, to the extent reimbursable under the First Lien Loan Documents or otherwise approved by a court in any Insolvency or Liquidation Proceeding;

third, on a *pro rata* basis, to the payment of any Interest Expense then due and payable under the First Lien Loan Documents, with interest at the rates specified in the applicable First Lien Documents in respect of overdue payments;

fourth, on a *pro rata* basis, to the payment, without duplication, of (a) all principal and other amounts then due and payable in respect of the First Lien Obligations under any First Lien Loan Document and (b) subject to the Maximum First Lien Amount in respect of any First Lien Commodity Hedge and Power Sale Agreement and Section 4.4, the payment of all Ordinary Course Settlement Payments and Termination Payments then due and payable to any First Lien Commodity Hedge Counterparty under any First Lien Commodity Hedge and Power Sale Agreement, including (i) any unreimbursed amounts with respect to any drawn Project LCs (as defined in the First Lien Credit Agreement) and (ii) cash collateralization of all outstanding Project LCs (such cash collateralization to be in a manner reasonably satisfactory to the First Lien Lenders) under the First Lien Credit Agreement;

fifth, on a *pro rata* basis, to the payment of all costs and expenses incurred by each of the Second Lien Collateral Agent, Second Lien Administrative Agent, the Depositary and the Second Lien LC Support Provider (in their capacity as such) in connection with such Waterfall Trigger Event or otherwise in connection with this Agreement, any other Second Lien Loan Document, the Second Lien LC Support Agreement or any of the Second Lien Obligations, including all court costs and the fees and expenses of its agents and legal counsel as provided in the Second

Lien Loan Documents or the Second Lien LC Support Agreement, the repayment of all advances made by the Second Lien Collateral Agent hereunder, under any other Second Lien Loan Document or under the Second Lien LC Support Agreement on behalf of any Guarantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder, under any other Second Lien Loan Document or under the Second Lien LC Support Agreement ; *provided* that with respect to costs, fees and expenses, to the extent reimbursable under the Second Lien Loan Documents, the Second Lien LC Support Agreement or otherwise approved by a court in any Insolvency or Liquidation Proceeding;

sixth, on a *pro rata* basis to any Second Lien Secured Party which has theretofore advanced or paid any fees to any Agent, other than any amounts covered by priority *fifth*, in an amount equal to the amount thereof so advanced or paid by such Second Lien Secured Party and for which such Second Lien Secured Party has not been previously reimbursed; *provided* that with respect to costs, fees and expenses, to the extent reimbursable under the Second Lien Loan Documents, the Second Lien LC Support Agreement or otherwise approved by a court in any Insolvency or Liquidation Proceeding;

seventh, on a *pro rata* basis, to the payment of (a) any Interest Expense then due and payable under the Second Lien Loan Documents and (b) any Interest Expense then due and payable under the Second Lien LC Support Agreement, in each case with interest at the rates specified in the applicable Second Lien Document in respect of overdue payments;

eighth, on a *pro rata* basis, to the payment, without duplication, of (a) all principal and other amounts then due and payable in respect of the Second Lien Obligations under any Second Lien Loan Document, (b) subject to Section 4.4, to the payment, without duplication, of Permitted Second Lien Hedge Amounts in respect of any Ordinary Course Settlement Payments or Termination Payments then due and payable to any Second Lien Commodity Hedge Counterparty under any Second Lien Commodity Hedge and Power Sale Agreement and (c) all principal and other amounts then due and payable in respect of the Second Lien Obligations, including (i) any unreimbursed amounts with respect to any drawn Second Lien Letters of Credit and (ii) cash collateralization of all outstanding Second Lien Letters of Credit after the Discharge of First Lien Obligations (such cash collateralization to be in a manner reasonably satisfactory to the Second Lien LC Support Provider) under the Second Lien LC Support Agreement; and

last, the balance, if any, after all of the First Lien Obligations and Second Lien Obligations have been paid in full in cash, to the Loan Parties or as otherwise required by applicable law.

Upon the Discharge of First Lien Obligations, the First Lien Collateral Agent shall deliver to the Second Lien Collateral Agent any Collateral and proceeds of Collateral held by it in the same form as received, with any necessary endorsements, or as a court of competent jurisdiction may otherwise direct, to be applied by the Second Lien Collateral Agent to the Second Lien Obligations in accordance with the terms of the Second Lien Collateral Documents.

4.2 Payments Over. So long as the Discharge of First Lien Obligations has not occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against the Borrower or any other Loan Party, any Collateral or proceeds thereof (including assets or proceeds subject to Liens referred to in the final sentence of Section 2.3) (or any distribution in-respect of the Collateral, whether or not expressly characterized as such) received by the Second Lien Collateral Agent or any Second Lien Secured Party in connection with the exercise of any right or remedy (including set-off (but subject to Section 5.9(a)) relating to the Collateral in contravention of, or that is otherwise inconsistent with, this Agreement shall be segregated and held in trust and forthwith paid over to the First

Lien Collateral Agent for the benefit of the First Lien Secured Parties in the same form as received, with any necessary endorsements or as a court of competent jurisdiction may otherwise direct; *provided* that this Section 4.2 shall not limit any First Lien Commodity Hedge Counterparty's right to recoup, set off, net or off-set amounts to the extent permitted under the applicable First Lien Commodity Hedge and Power Sale Agreement. The First Lien Collateral Agent is hereby authorized to make any such endorsements as agent for the Second Lien Collateral Agent or any Second Lien Secured Party. This authorization is coupled with an interest and is irrevocable until the Discharge of First Lien Obligations.

4.3 Debt Balances. (a) Upon the written request of any Collateral Agent, each Secured Debt Representative shall promptly (and, in any event, within five Business Days) give such Collateral Agent written notice of the aggregate amount of the Obligations then outstanding and owed by the Borrower or any other Loan Party to the Secured Parties represented by such Secured Debt Representative under the applicable Financing Documents and any other information that such Collateral Agent may reasonably request, including, without limitation, Outstanding Amounts, Available Amounts, and Eligible Hedge Amounts for the purpose of permitting a Collateral Agent to determine the Required First Lien Secured Parties and the Required Second Lien Secured Parties.

(b) Without limiting the foregoing, upon receipt of any of the monies referred to in Section 4.1 above, the Collateral Agent receiving such monies shall promptly provide notice to each Secured Debt Representative of the receipt of such monies. Within 10 Business Days of the receipt of such notice, each Secured Debt Representative shall give such Collateral Agent written certification by an authorized officer or representative thereof of the aggregate amount of the Obligations then outstanding owed by the Borrower or any other Loan Party to the Secured Parties represented by such Secured Debt Representative under the applicable Financing Documents to be certified to as presently due and owing (and, promptly upon receipt thereof, such Collateral Agent shall provide a copy of each such certification to each other Secured Debt Representative). Unless otherwise directed by a court of competent jurisdiction or each Secured Debt Representative, the applicable Collateral Agent shall use the information provided for in such notices as the basis for applying such monies in accordance with Section 4.1 above.

4.4 Termination Payments. If following the occurrence of an Early Termination Date under any Secured Commodity Hedge and Power Sale Agreement, any Loan Party shall fail to pay any of the Obligations owing under such Secured Commodity Hedge and Power Sale Agreements as and when required thereunder, then each First Lien Commodity Hedge Counterparty and Second Lien Commodity Hedge Counterparty agrees that to the extent it seeks to satisfy any such Obligations, such Commodity Hedge Counterparty shall *first* proceed to satisfy such Obligations with, subject to the occurrence of any Other Credit Support Exception, the proceeds of any Other Credit Support issued or pledged in favor of such Commodity Hedge Counterparty to support the Obligations of the Loan Parties under such Secured Commodity Hedge and Power Sale Agreement. If following the application of any Other Credit Support Amounts (or, to the extent that any Other Credit Support Exception exists with respect to any such Other Credit Support, without regard to such Other Credit Support) to the repayment of Obligations owing to the applicable Commodity Hedge Counterparty under any Secured Commodity Hedge and Power Sale Agreement, such Commodity Hedge Counterparty has not received the full amount of the First Lien Obligations or Second Lien Obligations, as applicable, due under such Secured Commodity Hedge and Power Sale Agreement, it may, subject to the provisions hereof, seek recourse to the First Lien Collateral (subject to the Permitted First Lien Hedge Amount) or Second Lien Collateral (subject to the Permitted Second Lien Hedge Amount), as applicable, on a first or second, as applicable, priority basis in accordance with the terms of this Agreement.

SECTION 5. Other Agreements.

5.1 Releases. (a) If, in connection with the exercise of the First Lien Collateral Agent's remedies in respect of the Collateral provided for in Sections 3.1 and 3.2 or pursuant to Section 363 of the Bankruptcy Code (in each case, whether or not an "event of default" thereunder or under any Second Lien Documents has occurred and is continuing), the First Lien Collateral Agent releases for itself or on behalf of any of the First Lien Secured Parties any of its Liens on any part of the Collateral or releases any Guarantor from its obligations under any First Lien Guaranty in connection with the sale of the Equity Interests in, or substantially all of the Property of, such Guarantor, then the Liens, if any, of the Second Lien Collateral Agent (for itself or for the benefit of the Second Lien Secured Parties) on such Collateral and the obligations of such Guarantor under its guaranty of the Second Lien Obligations shall be automatically, unconditionally and simultaneously released. The Second Lien Collateral Agent shall promptly execute and deliver to the First Lien Collateral Agent or such Guarantor for itself and on behalf of the Second Lien Secured Debt Representatives and the Second Lien Secured Parties such termination statements, releases and other documents as the First Lien Collateral Agent or such Guarantor may request to effectively confirm such release.

(b) Upon the written request of any Loan Party in connection with any Asset Disposition permitted under the Financing Documents (other than in connection with the exercise of any Collateral Agent's rights and remedies in respect of the Collateral provided for in Sections 3.1 and 3.2), each Collateral Agent shall release for itself or on behalf of each of the Secured Parties whom it represents its Liens on any part of the Collateral subject of such Asset Disposition (including any Equity Interests in any Guarantor), and, in the event of a sale of all or substantially all of the Property of a Guarantor or of all or substantially all of the Equity Interests of a Guarantor, release such Guarantor from its obligations under each of the First Lien Guaranty and Second Lien Guaranty. Each Collateral Agent shall promptly execute and deliver to the Borrower or such Guarantor for itself and on behalf of the Secured Parties whom it represents such termination statements, releases and other documents as the Borrower or such Guarantor may reasonably request in writing to effectively confirm such release.

(c) Until the Discharge of First Lien Obligations occurs, the Second Lien Collateral Agent (on behalf of itself and the Second Lien Secured Parties) and each Second Lien Secured Party hereby irrevocably constitutes and appoints the First Lien Collateral Agent and any officer or agent of the First Lien Collateral Agent, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Second Lien Collateral Agent or such other Second Lien Secured Party, as the case may be, or in the First Lien Collateral Agent's own name, from time to time in the First Lien Collateral Agent's discretion for the purpose of carrying out the terms of Section 5.1(a), to take any and all appropriate action and to execute any and all documents and instruments which may be necessary to accomplish the purposes of Section 5.1(a), including any endorsements or other instruments of transfer or release.

(d) Until the Discharge of First Lien Obligations occurs, to the extent that the First Lien Collateral Agent or the First Lien Secured Parties (i) have released any Lien on Collateral or any Guarantor from its obligation under any First Lien Guaranty and any such Liens or First Lien Guaranty are later reinstated or (ii) obtain any new Liens or additional guarantees from any Guarantor, then the Second Lien Collateral Agent, for itself and for the benefit of the Second Lien Secured Parties, shall be granted a Lien on any such Collateral, subject to the lien subordination provisions of this Agreement, and an additional guaranty, as the case may be.

5.2 Insurance. Unless and until the Discharge of First Lien Obligations has occurred, the First Lien Collateral Agent (acting at the direction of the Required First Lien Secured Parties) shall have the sole and exclusive right, subject to the rights of the Guarantors under the First Lien Loan Documents, to adjust settlement for any insurance policy covering the Collateral in the event of any loss

thereunder and to approve any award granted in any condemnation or similar proceeding (or any deed in lieu of condemnation) affecting the Collateral. Unless and until the Discharge of First Lien Obligations has occurred, and subject to the rights of the Guarantors under the First Lien Collateral Documents and the Second Lien Collateral Documents, all proceeds of any such policy and any such award (or any payments with respect to a deed in lieu of condemnation) in respect of the Collateral shall be applied *first*, as provided in the First Lien Documents or, if such proceeds or award are received in connection with an enforcement action taken under any Collateral Document, shall be paid to the First Lien Collateral Agent for the benefit of the First Lien Secured Parties pursuant to the terms of the First Lien Documents in accordance with Section 4 and *second*, after the Discharge of First Lien Obligations has occurred, as provided in the Second Lien Documents or, if such proceeds or award are received in connection with an enforcement action taken under any Collateral Document, shall be paid to the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties to the extent required under the Second Lien Documents and then, to the extent no Second Lien Obligations are outstanding, to the owner of the subject property, such other Person as may be entitled thereto or as a court of competent jurisdiction may otherwise direct. If the Second Lien Collateral Agent or any other Second Lien Secured Party shall, at any time, receive any proceeds of any such insurance policy or any such award or payment in in contravention of this Agreement, it shall pay such proceeds over to the First Lien Collateral Agent in accordance with the terms of Section 4.2.

5.3 Amendments to Second Lien Collateral Documents. (a) Until the Discharge of First Lien Obligations has occurred, without the prior written consent of the First Lien Collateral Agent, acting at the written direction of the Required First Lien Secured Parties, no Second Lien Collateral Document may be amended, supplemented or otherwise modified or entered into to the extent such amendment, supplement or modification, or the terms of any new Second Lien Collateral Document, would contravene the provisions of this Agreement. The Borrower and each Loan Party agrees that each Second Lien Collateral Document shall include the following language (or language to similar effect approved by the First Lien Collateral Agent):

> "*Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of [_____], 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among New MACH Gen, LLC, as Borrower, the Guarantors party thereto, CLMG Corp., as First Lien Collateral Agent, Talen Investment Corporation, as Second Lien Collateral Agent, CLMG Corp., as First Lien Administrative Agent, Talen Investment Corporation, as Second Lien Administrative Agent, Talen Energy Supply, LLC, as Second Lien LC Support Provider, and each other Person party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.*"

In addition, the Borrower and each Loan Party agrees that each Second Lien Collateral Document covering any Collateral shall contain such other language as the First Lien Collateral Agent may reasonably request to reflect the junior priority of such Second Lien Collateral Document to the First Lien Collateral Documents covering such Collateral.

(b) In the event any First Lien Collateral Agent, the First Lien Secured Debt Representatives or the First Lien Secured Parties and the relevant Loan Party enter into any amendment, waiver or consent in respect of any of the First Lien Collateral Documents for the purpose of adding to, or deleting from, or waiving or consenting to any departures from any provisions of, any First Lien Collateral Document or changing in any manner the rights of the First Lien Collateral Agent, the First

Lien Secured Debt Representatives, such First Lien Secured Parties, the Borrower or any Guarantor thereunder, then such amendment, waiver or consent shall apply automatically to any comparable provision of the Comparable Second Lien Collateral Document without the consent of the Second Lien Collateral Agent or the Second Lien Secured Parties and without any action by the Second Lien Collateral Agent, the Borrower or any other Guarantor; *provided* that (i) no such amendment, waiver or consent shall have the effect of (A) removing any Collateral from the Lien of the Second Lien Collateral Agent except where a release is otherwise permitted or required pursuant to Section 5.1 or, following an exercise of remedies prior to the Discharge of First Lien Obligations, Section 3.1 or (B) imposing any duties on, or increasing the obligations of, any Second Lien Secured Party without its prior written consent, or (C) permitting other Liens on the Collateral not permitted under the terms of the Second Lien Documents or this Agreement, and (ii) notice of such amendment, waiver or consent shall have been given to the Second Lien Collateral Agent within ten (10) Business Days after the effective date of such amendment, waiver or consent (although the failure to give any such notice shall in no way affect the effectiveness of any such amendment, waiver or consent, unless such amendment, waiver or consent imposes additional duties on, or modifies the interests, rights or obligations of the Second Lien Collateral Agent).

5.4 Amendments to Financing Documents.

(a) The First Lien Documents may be amended, supplemented or otherwise modified in accordance with their terms, and the First Lien Credit Agreement may be Refinanced, in each case, without notice to or the consent of any Collateral Agent, Secured Debt Representative or Secured Party that is not a party to such First Lien Document without affecting the lien subordination or other provisions of this Agreement; *provided*, *however*, that the holders of such Refinancing Debt (or any agent or trustee therefor) execute and deliver an Accession Agreement to each of the Collateral Agents pursuant to which they agree to be bound by the terms of this Agreement and have the obligations of a First Lien Secured Party hereunder.

(b) Notwithstanding anything herein to the contrary, during the continuance of any First Lien Event of Default, any First Lien Secured Party shall be entitled in its reasonable discretion to make payments or advances to the First Lien Collateral Agent, any Loan Party or any other Person for the purpose of protecting, preserving or defending the value of the Collateral; *provided* that such First Lien Secured Party notifies the Second Lien Collateral Agent promptly after making such payment or advance; and any such payment or advance shall be deemed to constitute part of the First Lien Obligations hereunder.

(c) No amendment, modification, termination or waiver of any provision of the Security Deposit Agreement, or consent to any departure by any Loan Party therefrom, shall be effective without the written consent of each of the Required First Lien Lenders, and then such amendment, modification, termination or waiver shall be effective only in the specific instance and for the specific purpose for which given; *provided*, *however*, that no such amendment, modification, termination or waiver shall, unless consented to by each Secured Party specified below: (i) postpone any date scheduled for any payment in respect of the Secured Obligations to a Secured Party, without the consent of such Secured Party, (ii) change the order of application of any payments under Article III of the Security Deposit Agreement in any manner that materially and adversely affects any Secured Party without the written consent of such affected Secured Party, or (iii) adversely affect any Secured Party disproportionately *vis a vis* any other Secured Party without the consent of such affected Secured Party.

5.5 When Discharge of First Lien Obligations Deemed to Not Have Occurred. If concurrently with the Discharge of First Lien Obligations, the Borrower thereafter enters into a Refinancing of any First Lien Loan Document, in each case, which Refinancing is permitted by the terms hereunder, then such Discharge of First Lien Obligations shall automatically be deemed not to have occurred for all purposes of this Agreement (other than with respect to any actions taken as a result of the

occurrence of such first Discharge of First Lien Obligations) and, from and after the date on which the New First Lien Debt Notice is delivered to the Second Lien Collateral Agent (if any), the obligations under such Refinancing of the relevant First Lien Document shall automatically be treated as First Lien Obligations for all purposes of this Agreement, including for purposes of the Lien priorities and rights in respect of Collateral set forth herein, and the First Lien Collateral Agent under the new First Lien Documents shall be the First Lien Collateral Agent for all purposes of this Agreement. Upon receipt of a notice (the "***New First Lien Debt Notice***") stating that the Borrower has entered into a new First Lien Document (which notice shall include the identity of the new first lien collateral agent, such agent, the "***New First Lien Collateral Agent***"), the Second Lien Collateral Agent (if any) shall promptly (a) enter into such documents and agreements (including amendments or supplements to this Agreement) as the Borrower or such New First Lien Collateral Agent shall reasonably request in order to provide to the New First Lien Collateral Agent the rights contemplated hereby, in each case consistent in all material respects with the terms of this Agreement and (b) deliver to the New First Lien Collateral Agent any Pledged Collateral held by it together with any necessary endorsements (or otherwise allow the New First Lien Collateral Agent to obtain control of such Pledged Collateral). The New First Lien Collateral Agent shall execute and deliver an Accession Agreement to the Second Lien Collateral Agent (if any). If the new First Lien Obligations under the new First Lien Documents are secured by Property of the Loan Parties constituting Collateral that do not also secure the Second Lien Obligations, then the Second Lien Obligations shall be secured at such time by a second priority Lien on such Property to the same extent provided in the Second Lien Collateral Documents and this Agreement.

5.6 [Reserved.]

5.7 Injunctive Relief. Should any Second Lien Secured Party, contrary to this Agreement, in any way take, attempt to or threaten to take any action with respect to the Collateral (including, without limitation, any attempt to realize upon or enforce any remedy with respect to this Agreement), or fail to take any action required by this Agreement, the First Lien Collateral Agent, any First Lien Secured Debt Representative or any First Lien Secured Party (in its or their own name or in the name of the Borrower) or the Borrower may obtain relief against such Second Lien Secured Parties by injunction, specific performance and/or other appropriate equitable relief, it being understood and agreed by the Second Lien Collateral Agent (on behalf of itself and the Second Lien Secured Parties) and each Second Lien Secured Party that (i) the First Lien Secured Parties' damages from its actions may at that time be difficult to ascertain and may be irreparable, and (ii) each Second Lien Secured Party waives any defense that the Borrower and/or the First Lien Secured Parties cannot demonstrate damage and/or be made whole by the awarding of damages.

5.8 Certain Actions. So long as any Secured Obligations remain outstanding in respect of more than one class of Secured Parties, the following provisions shall apply:

(a) Each Secured Debt Representative hereby agrees to give, pursuant to the terms set forth in the First Lien Documents or the Second Lien Documents, as the case may be, each of the Collateral Agents and each other Secured Debt Representative prompt written notice of the occurrence of (i) any Event of Default under such Person's Financing Documents, as applicable, of which such Person has written notice, and (ii) acceleration of the maturity of any Secured Obligations under any of the Financing Documents for which it acts as a Secured Debt Representative wherein such Secured Obligations have been declared to be or have automatically become due and payable earlier than the scheduled maturity thereof or termination date thereunder (or similar remedial actions including demands for cash collateral (except in connection with ordinary course margining under Permitted Commodity Hedge and Power Sale Agreements) have been taken) and setting forth the aggregate amount of Secured Obligations that have been so accelerated under such Financing Documents, in each case, as soon as practicable after the occurrence thereof (and, in any event, within five Business Days after the occurrence thereof); *provided*, *however*, that the failure to provide such notice shall not limit or impair the rights of

the Secured Parties, or the obligations of the Borrower or any other Loan Party, hereunder or under the other Financing Documents. No Agent shall be deemed to have knowledge or notice of the occurrence of an Event of Default under the Financing Documents to which it is a party until such Agent has received a written notice of such Event of Default from any other Agent, the Borrower, the other Loan Parties or any other Secured Party for whom such Agent is acting as agent or trustee.

(b) Each Collateral Agent hereby agrees to give each Secured Debt Representative written notice of the occurrence of an Event of Default following receipt thereof of written notice to it and provide a copy of all other information provided to it by the Borrower, any other Loan Party or the Depositary under the Collateral Documents upon request.

(c) (i) Until the Discharge of First Lien Obligations, the First Lien Collateral Agent hereby agrees that (without limiting anything set forth in the Security Deposit Agreement), at the instruction of the Required First Lien Lenders during the occurrence and continuation of an Event of Default or as otherwise contemplated by the Security Deposit Agreement, it shall give such notices and instructions under the Security Deposit Agreement to the Depositary and (ii) after the Discharge of First Lien Obligations but until the Discharge of Second Lien Obligations, the Second Lien Collateral Agent hereby agrees that (without limiting anything set forth in the Security Deposit Agreement), at the instruction of the Required Second Lien Secured Parties during the occurrence and continuation of any Event of Default or as otherwise contemplated by the Security Deposit Agreement, it shall give such notices and instructions under the Security Deposit Agreement.

(d) Each Loan Party hereby agrees that, at any time and from time to time, at its sole cost and expense, it shall promptly execute and deliver all further agreements, instruments, documents and certificates and take all further action that may be reasonably necessary in order to fully effect the purposes of this Agreement and the Collateral Documents (including, to the extent required by any Collateral Document, the delivery of possession of any Collateral represented by certificated securities that hereafter comes into existence or is acquired in the future by the Collateral Agents as pledgee for the benefit of the Secured Parties and to enable the Collateral Agents to exercise and enforce its rights and remedies under the Collateral Documents with respect to the Collateral or any part thereof.

(e) In the event of a Refinancing of any First Lien Loan Document, which Refinancing is permitted by the terms hereunder, upon the request of the First Lien Collateral Agent, each First Lien Commodity Hedge Counterparty and each Second Lien Secured Party shall enter into or consent to substitute this Agreement with a replacement thereof in connection with such Refinancing. Such First Lien Commodity Hedge Counterparty and such Second Lien Secured Party shall not have any right to object to (and shall be deemed to have accepted) any provisions of such substitute agreement which are more favorable to such First Lien Commodity Hedge Counterparty and such Second Lien Secured Party than the provisions contemplated by this Agreement prior to such Refinancing. Such First Lien Commodity Hedge Counterparty and any Second Lien Secured Party shall also have no right to object to (and shall be deemed to have accepted) any provisions of such substitute agreement which (A) are less favorable to it than the provisions contemplated by such original agreement, if and to the extent the other Secured Parties afforded approval rights in respect of such matters have accepted such provisions and such provisions do not materially and adversely affect such First Lien Commodity Hedge Counterparty's or such Second Lien Secured Party's rights (taken as a whole) as a Secured Party or (B) are customary for intercreditor agreements relating to similar transactions.

5.9 Cash Collateral Accounts. (a) Notwithstanding anything to the contrary, nothing contained herein shall be construed (i) to impair the rights of any Commodity Hedge Counterparty to exercise its rights and remedies with respect to any cash collateral pledged for its sole benefit or as a beneficiary under and pursuant to any Other Credit Support issued in its favor, or (ii) to impair the rights of any Commodity Hedge Counterparty to exercise any of its rights and remedies as an unsecured creditor

under any or all Permitted Commodity Hedge and Power Sale Agreements to which it is a party or (iii) to impair the rights of any Commodity Hedge Counterparty to exercise its rights to set off and net amounts under and among any Permitted Commodity Hedge and Power Sale Agreements to which it is a party.

(b) In the event any additional Cash Collateral Accounts are established in connection with cash collateralizing letters issued pursuant to the Second Lien LC Support Agreement, such Cash Collateral Accounts shall only be for the benefit of the Second Lien LC Support Provider.

5.10 Additional Secured Obligations. (a) Subject to the limitations set forth in the Financing Documents, each Loan Party and each Secured Party acknowledges and agrees that the Collateral may secure additional Obligations of the Borrower and the other Loan Parties (i) in respect of the Refinancing of the First Lien Credit Agreement, (ii) the Refinancing of the Second Lien Credit Agreement, and (iii) Secured Commodity Hedge and Power Sale Agreements. Upon execution and delivery to the Collateral Agents of an Accession Agreement by the Persons to whom the obligations referred to in the immediately preceding sentence are owed (or, in the case of a Commodity Hedge Counterparty that is already party to an Accession Agreement with respect to one or more Secured Commodity Hedge and Power Sale Agreements, upon such Commodity Hedge Counterparty entering into a supplement to such Accession Agreement in the form of Attachment I thereto to include any additional Secured Commodity Hedge and Power Sale Agreement being entered into by such Commodity Hedge Counterparty after the date of such Accession Agreement), such Persons shall become "***First Lien Secured Parties***" or "***Second Lien Secured Parties***" hereunder, as applicable, and the obligations owed to such Persons shall become "***First Lien Obligations***" or "***Second Lien Obligations***", as applicable. Each Loan Party and each Secured Party agrees that this Agreement and the applicable Collateral Documents may be amended by the Loan Parties and the Collateral Agents without the consent of any Secured Party to the extent necessary or desirable to (A) effectuate the intent of this Section 5.10, (B) cause the Liens granted thereby to be in favor of such Persons (to the extent Liens in favor of such Persons are expressly permitted by the terms of all of the Financing Documents) and (C) cause such Persons to be treated in the same manner as the other First Lien Secured Parties or the Second Lien Secured Parties, as applicable, under this Agreement and the other Collateral Documents.

(b) Notwithstanding anything in the Financing Documents to the contrary, (x) the aggregate amount of all Maximum First Lien Amounts and all Maximum Second Lien Amounts under all Accession Agreements associated with any Secured Commodity Hedge and Power Sale Agreements shall not at any time exceed (i) in the case of all First Lien Commodity Hedge and Power Sale Agreements, $80,000,000 and (ii) in the case of all Second Lien Commodity Hedge and Power Sale Agreements, $[__] *minus* (in each case) (A) upon and following an Asset Sale (as defined in the Security Deposit Agreement) with respect to Millennium or the Millennium Project, $10,000,000, and *minus* (B) to the extent such amounts are greater than $20,000,000, the aggregate amount of all Termination Payments paid by the Loan Parties with respect to termination of Commodity Hedge and Power Sale Agreements that exceed $20,000,000, and (y) no Person shall be permitted to become or be designated as "First Lien Secured Parties" or "Second Lien Secured Parties" and no obligations owing to such Persons shall become or be designated as "First Lien Obligations" or "Second Lien Obligations" unless such Persons are expressly permitted to be so designated and such obligations so secured under the terms of all the Financing Documents.

5.11 Bailee for Perfection; Representative; Relationship. (a) The First Lien Collateral Agent agrees to hold the Pledged Collateral that is in its possession or control (or in the possession or control of its agents or bailees) as collateral agent for the First Lien Secured Parties and as bailee for the Second Lien Collateral Agent (such bailment being intended, among other things, to satisfy the requirements of Sections 8-301(a)(2) and 9-313(c) of the UCC) and any assignee solely for the purpose of perfecting the security interest granted under the First Lien Collateral Documents and the Second Lien Collateral Documents, respectively, subject to the terms and conditions of this Section 5.11. If prior to the

Discharge of First Lien Obligations, the Second Lien Collateral Agent acquires Pledged Collateral or other Collateral in its possession or control (or in the possession or control of its agents or bailees), the Second Lien Collateral Agent shall promptly turn over such acquired Pledged Collateral or other Collateral to the First Lien Collateral Agent; *provided* that, prior to turning over such Pledged Collateral or other Collateral to the First Lien Collateral Agent, the Second Lien Collateral Agent acknowledges that it holds the Pledged Collateral or other Collateral in its possession or control (or in the possession or control of its agents or bailees) on behalf of the First Lien Collateral Agent and the Second Lien Collateral Agent and any assignee solely for the purpose of perfecting the Liens granted under the First Lien Collateral Documents and the Second Lien Collateral Documents (such bailment and agency being intended, among other things, to satisfy the requirements of Sections 8-301(a)(2), 9-105, 9-106, 9-107 and 9-313(c) of the UCC), subject to the terms and conditions of this Section 5.11.

(b) Subject to applicable law and the terms of this Agreement, until the Discharge of First Lien Obligations has occurred, the First Lien Collateral Agent shall be entitled to deal with the Pledged Collateral or Collateral within its "*control*" in accordance with the terms of this Agreement and the other the First Lien Documents as if the Liens of the Second Lien Collateral Agent, the Second Lien Secured Parties did not exist. The rights of the Second Lien Collateral Agent and the Second Lien Secured Parties with respect to the Collateral shall at all times be subject to the terms of this Agreement.

(c) The First Lien Collateral Agent shall have no obligations whatsoever to the First Lien Secured Parties, the Second Lien Collateral Agent, any Second Lien Secured Debt Representative or any Second Lien Secured Party to ensure that the Pledged Collateral is genuine or owned by any Loan Party or to preserve the rights or benefits of any Person except as expressly set forth in this Section 5.11. The duties or responsibilities of the First Lien Collateral Agent under this Section 5.11 shall be limited solely to holding the Pledged Collateral as bailee in accordance with this Section 5.11 and delivering the Pledged Collateral upon a Discharge of First Lien Obligations as provided in clause (e) below.

(d) The First Lien Collateral Agent acting pursuant to this Section 5.11 shall not have by reason of the First Lien Collateral Documents or the Second Lien Collateral Documents, this Agreement or any other document a fiduciary relationship in respect of any Secured Debt Representative, First Lien Secured Party or Second Lien Secured Party.

(e) Upon the Discharge of First Lien Obligations, the First Lien Collateral Agent shall deliver the remaining Pledged Collateral (if any) together with any necessary endorsements, *first*, if the Discharge of Second Lien Obligations has not occurred, to the Second Lien Collateral Agent and *second*, if the Discharge of Second Lien Obligations has occurred, to the Borrower (in each case, so as to allow such Person to obtain possession or control of such Pledged Collateral). The First Lien Collateral Agent further agrees to take all other action reasonably requested by the Second Lien Collateral Agent in connection with the Second Lien Collateral Agent obtaining a first-priority interest in the Collateral or as a court of competent jurisdiction may otherwise direct.

(f) Upon the Discharge of Second Lien Obligations, the Second Lien Collateral Agent shall deliver the remaining Pledged Collateral (if any) together with any necessary endorsements to the Borrower so as to allow the Borrower to obtain possession and control of such Pledged Collateral.

5.12 Option to Purchase First Lien Obligations.

(a) Without prejudice to the enforcement of remedies by the First Lien Secured Parties, any Person or Persons (in each case who must meet all eligibility standards contained in all relevant First Lien Loan Documents) at any time or from time to time designated by the holders of more than 50% in aggregate outstanding principal amount of the Second Lien Obligations as being entitled to exercise all default purchase options as to the Second Lien Obligations then outstanding (an "**Eligible Purchaser**") shall have the right to purchase by way of assignment (and shall thereby also assume all

commitments and duties of the First Lien Lenders), at any time during the exercise period described in clause (c) below of this Section 5.12, all, but not less than all, of the First Lien Obligations in respect of the First Lien Loan Documents, including all principal of and accrued and unpaid interest (including default interest) and fees in respect of all First Lien Obligations in respect of the First Lien Loan Documents outstanding at the time of purchase; *provided* that at the time of (and as a condition to) any purchase pursuant to this Section 5.12, all commitments pursuant to any then outstanding First Lien Loan Document shall have terminated. Any purchase pursuant to this Section 5.12(a) shall be made as follows:

(i) for a purchase price equal to the sum of (A) in the case of all loans, advances or other similar extensions of credit that constitute First Lien Obligations under the First Lien Loan Documents, 100% of the principal amount thereof and all accrued and unpaid interest (including default interest) thereon through the date of purchase (without regard, however, to any acceleration prepayment penalties or premiums other than customary LIBOR breakage costs) plus (B) all accrued and unpaid fees, expenses, indemnities and other amounts through the date of purchase that are then due and payable to the First Lien Secured Parties pursuant to the terms of the First Lien Loan Documents;

(ii) with the purchase price described in preceding clause (a)(i) payable in cash on the date of purchase against transfer to the respective Eligible Purchaser or Eligible Purchasers (without recourse and without any representation or warranty whatsoever, whether as to the enforceability of any First Lien Obligation or the validity, enforceability, perfection, priority or sufficiency of any Lien securing, or guarantee or other supporting obligation for, any First Lien Obligation or as to any other matter whatsoever, except the representation and warranty that (A) the principal of and accrued and unpaid interest on the First Lien Obligations, and the fees and expenses thereof, are as stated in the assignment documentation, (B) the transferor owns free and clear of all Liens and encumbrances (other than participation interests not prohibited by any First Lien Loan Document, in which case the purchase price described in preceding clause (a)(i) shall be appropriately adjusted so that the Eligible Purchaser or Eligible Purchasers do not pay amounts represented by any participation interest which remains in effect), and (C) the transferor has the full right and power to assign its First Lien Obligations and such assignment has been duly authorized by all necessary corporate action by such transferor);

(iii) with the purchase price described in preceding clause (a)(i) accompanied by a waiver by the Second Lien Collateral Agent (on behalf of itself and the related Second Lien Secured Parties) of all claims arising out of this Agreement and the transactions contemplated hereby as a result of exercising the purchase option contemplated by this Section 5.12;

(iv) with all amounts payable to the various First Lien Secured Parties in respect of the assignments described above to be distributed to them by the First Lien Collateral Agent in accordance with their respective holdings of the various First Lien Obligations under the First Lien Loan Documents; and

(v) with such purchase to be made pursuant to assignment documentation in form and substance reasonably satisfactory to, and prepared by counsel for, the First Lien Collateral Agent (with the cost of such counsel to be paid by the Grantors or, if the Grantors do not make such payment, by the respective Eligible Purchaser or Eligible Purchasers, who shall have the right to obtain reimbursement of same from the Grantors); it being understood and agreed that the First Lien Collateral Agent and each other First Lien Secured Parties shall retain all rights to indemnification as provided in the relevant First Lien Loan Documents for all periods prior to any assignment by them pursuant to the provisions of this Section 5.12.

(b) The right to exercise the purchase option described in Section 5.12(a) shall be exercisable and legally enforceable upon at least seven Business Days' prior written notice of exercise (which notice, once given, shall be irrevocable and fully binding on the respective Eligible Purchaser or Eligible Purchasers) given to the First Lien Collateral Agent by an Eligible Purchaser. Neither the First Lien Collateral Agent nor any other First Lien Secured Party shall have any disclosure obligation to any Eligible Purchaser, the Second Lien Collateral Agent or any other Second Lien Secured Party in connection with any exercise of such purchase option.

(c) So long as the Discharge of First Lien Obligations has not occurred, the right to purchase the First Lien Obligations as described in this Section 5.12 may be exercised (by giving the irrevocable written notice described in preceding clause (b)) during the period that (1) begins on the date occurring three (3) Business Days after the occurrence of a Waterfall Trigger Event or after receipt by the Second Lien Collateral Agent of a notice from the First Lien Collateral Agent of the intent of the First Lien Collateral Agent and the First Lien Lenders to cause a Waterfall Trigger Event; *provided* that if there is any failure to meet the condition described in the proviso of preceding clause (a) hereof, the date described in this clause (1) shall be extended until the first date upon which such condition is satisfied, and (2) ends on the Discharge of First Lien Obligations.

(d) The obligations of the First Lien Secured Parties to sell their respective First Lien Obligations under this Section 5.12 are several and not joint and several.

(e) Each Grantor irrevocably consents to any assignment effected to one or more Eligible Purchasers pursuant to this Section 5.12 (so long as they meet all eligibility standards contained in all relevant First Lien Loan Documents, other than obtaining the consent of any Grantor or agent to an assignment to the extent required by such First Lien Loan Documents) for purposes of all First Lien Loan Documents and hereby agrees that no further consent from such Grantor shall be required.

(f) The First Lien Administrative Agent and the First Lien Collateral Agent shall resign as agents under with the First Lien Loan Documents effective as of the consummation of such purchase and sale, and take such other actions as reasonably requested by the Eligible Purchasers to transfer control of the First Lien Collateral.

SECTION 6. Insolvency or Liquidation Proceedings.

6.1 Finance and Sale Issues. (a) Until the Discharge of First Lien Obligations has occurred, if the Borrower or any Guarantor shall be subject to any Insolvency or Liquidation Proceeding and the First Lien Collateral Agent (acting at the direction of the Required First Lien Lenders) shall desire to permit the use of "*cash collateral*" (as such term is defined in Section 363(a) of the Bankruptcy Code, "***Cash Collateral***"), on which the First Lien Collateral Agent or any other creditor has a Lien or to permit any Borrower or any Guarantor to obtain financing (including on a priming basis), whether from the First Lien Secured Parties or any other third party under Section 362, 363 or 364 of the Bankruptcy Code or any other Bankruptcy Law (each, a "***DIP Financing***"), then the Second Lien Collateral Agent and each Second Lien Secured Party (or any Second Lien Secured Debt Representative in respect thereof) shall be deemed to accept such use of Cash Collateral and/or such DIP Financing and agrees that none of them will oppose or raise any objection to or contest (or join with or support any third party opposing, objecting to or contesting), such use of Cash Collateral or DIP Financing and will not request adequate protection or any other relief in connection therewith (except to the extent permitted by Section 6.3) and its Liens on the Collateral shall be deemed to be subordinated, without any further action on the part of any Person, to the Liens securing such DIP Financing (and all Obligations relating thereto), any adequate protection Liens provided to the First Lien Secured Parties, and any "carve-out" in respect of professional and United States Trustee fees or otherwise agreed to by the First Lien Collateral Agent, and shall remain

subordinated to the Liens in the Collateral securing the First Lien Obligations. The Second Lien Collateral Agent and each Second Lien Secured Party agrees that none of them shall offer to provide, administer or syndicate any DIP Financing to the Borrower or any Guarantor unless (i) the First Lien Obligations (including, without limitation, all post-petition interest, fees and expenses as provided in Section 6.8) would be indefeasibly paid in full in cash with the first proceeds of such financing or (ii) such action is approved by the Required First Lien Lenders.

(b) The Second Lien Collateral Agent and each other Second Lien Secured Party agrees that it will raise no objection to, oppose or contest (or join with or support any third party opposing, objecting to or contesting), and will be deemed to have consented (pursuant to Section 363(f) of the Bankruptcy Code), to a sale, sale process for disposing (including marketing, bid and auction procedures), or other disposition of any Collateral free and clear of its Liens or other claims under Section 363 of the Bankruptcy Code, under a Plan of Reorganization or otherwise if the First Lien Secured Parties have consented to such sale or disposition of such assets; *provided, however,* that in connection with any such sale or other disposition, the Second Lien Collateral Agent may raise any objection solely to preserve its rights in and to any proceeds received from such sale in excess of the First Lien Obligations. The First Lien Secured Parties shall have the unqualified right (which the Second Lien Secured Parties shall not oppose or support any other party in opposing) to credit bid up to the full amount of the applicable outstanding First Lien Obligations (including, for the avoidance of doubt, the full amount of any outstanding DIP Financing provided by the First Lien Secured Parties) in any sale of the Collateral, whether such sale is effectuated through Section 363 or 1129 of the Bankruptcy Code, by a chapter 7 trustee under Section 725 of the Bankruptcy Code, or otherwise. The Second Lien Secured Parties may, unless the Bankruptcy Court for cause orders otherwise, credit bid for and purchase such property and offset the Second Lien Obligations against the purchase price of such property only if the First Lien Obligations (including, without limitation, all interest, fees, premium, expenses and other charges accrued or accruing (or which would, absent commencement of an Insolvency or Liquidation Proceeding, accrue) on or after the commencement of any Insolvency or Liquidation Proceeding at the rate provided for in the relevant First Lien Document, whether or not such interest, fees, premium, expenses or other charges are allowed or allowable in any such Insolvency or Liquidation Proceeding, as provided in Section [6.8]) are indefeasibly repaid in full, in cash, upon the consummation of any such sale or other disposition.

6.2 Relief from the Automatic Stay. Until the Discharge of First Lien Obligations has occurred, the Second Lien Collateral Agent (on behalf of itself and each Second Lien Secured Party) and each Second Lien Secured Party agree that none of them shall file any motion, take any position in any Insolvency or Liquidation Proceeding, or take any other action in respect of the Collateral (including to seek (or support any other Person seeking) any relief from the automatic stay or any other stay in any Insolvency or Liquidation Proceeding in respect of the Collateral, without the prior written consent of the First Lien Collateral Agent (subject to the First Lien Secured Parties' sole discretion), except for (i) filing a proof of claim or statement of interest with respect to the Second Lien Obligations or responsive or defensive pleadings in opposition to any motion or pleading seeking the disallowance of the claims of the Second Lien Secured Parties, to the extent not otherwise in contravention of the terms of this Agreement or (ii) credit bidding to the extent permitted under Section 6.1(b).

6.3 Adequate Protection. The Second Lien Collateral Agent (on behalf of itself and the Second Lien Secured Parties) and each Second Lien Secured Party agree that none of them shall (a) oppose, object to or contest (or join with or support any other Person in opposing, objecting to or contesting) (i) any request by the First Lien Collateral Agent or the other First Lien Secured Parties for adequate protection in any Insolvency or Liquidation Proceeding (or the granting of any such request); or (ii) any objection by the First Lien Collateral Agent or the other First Lien Secured Parties to any motion, relief, action or proceeding based on the First Lien Collateral Agent or the other First Lien Secured Parties claiming a lack of adequate protection; or (b) seek or accept any form of adequate protection

under any of Sections 362, 363 and/or 364 of the Bankruptcy Code or otherwise with respect to the Collateral unless (i) the First Lien Secured Parties are satisfied in their sole discretion with the adequate protection afforded to the First Lien Secured Parties, and (ii) any such adequate protection is in the form of a replacement Lien on the Borrower's and Guarantors' assets, which Lien will be subordinated to the Liens securing the First Lien Obligations (including any replacement Liens granted as adequate protection in respect of the First Lien Obligations), any DIP Financing (and all Obligations relating thereto) and any "carve-out" in respect of professional and United States Trustee fees or otherwise agreed to by the First Lien Collateral Agent. In the event the Second Lien Collateral Agent (on behalf of itself or any of the Second Lien Secured Parties) seeks or requests adequate protection in respect of the Second Lien Obligations and such adequate protection is granted in the form of additional collateral, then the Second Lien Collateral Agent (on behalf of itself or any of the Second Lien Secured Parties) and each Second Lien Secured Party agree that the First Lien Collateral Agent shall also be granted a senior Lien on such additional collateral as security for the First Lien Obligations and for any Cash Collateral use or DIP Financing provided by the First Lien Secured Parties and that any Lien on such additional collateral securing the Second Lien Obligations shall be subordinated to the Lien on such collateral securing the First Lien Obligations and any such DIP Financing provided by the First Lien Secured Parties (and all Obligations relating thereto) and to any other Liens granted to the First Lien Secured Parties as adequate protection. In no event shall any Second Lien Secured Party be entitled to any cash payments (including any payment of interest or principal on account of the Second Lien Obligations) as adequate protection.

6.4 No Waiver by First Lien Secured Parties. Except with respect to any action expressly permitted under Section 6.3, nothing contained herein shall prohibit or in any way limit the First Lien Collateral Agent, any First Lien Secured Debt Representative or any First Lien Secured Party from objecting in any Insolvency or Liquidation Proceeding or otherwise to any action taken by the Second Lien Collateral Agent, any Second Lien Secured Debt Representative or any of the Second Lien Secured Parties, including the seeking by the Second Lien Collateral Agent, any Second Lien Secured Debt Representative or the Second Lien Secured Parties of adequate protection or the asserting by the Second Lien Collateral Agent, any Second Lien Secured Debt Representative or any Second Lien Secured Party of any of its rights and remedies under the Second Lien Documents or otherwise.

6.5 Voting for Plan of Reorganization.

(a) Each of the First Lien Secured Parties and the Second Lien Secured Parties shall be entitled to vote as separate classes with respect to any Plan of Reorganization or arrangement in connection with any Insolvency or Liquidation Proceeding. If, notwithstanding the foregoing, the Bankruptcy Court or any other court of competent jurisdiction determines that the claims of the First Lien Secured Parties and the claims of the Second Lien Secured Parties are to be classified together in a Plan of Reorganization or arrangement in connection with any Insolvency or Liquidation Proceeding, all distributions thereunder shall be made as if there were separate classes of secured claims.

(b) The First Lien Secured Parties and the Second Lien Secured Parties, in each case in such capacity, shall be entitled to vote to accept or reject any Plan of Reorganization in connection with any Insolvency or Liquidation Proceeding so long as such Plan of Reorganization is a Conforming Plan of Reorganization and shall be entitled to vote to reject any such Plan of Reorganization that is a Non-Conforming Plan of Reorganization; *provided* that the Second Lien Collateral Agent and each of the Second Lien Secured Parties agrees that none of the Second Lien Secured Parties, in such capacity, shall be entitled to take any action or vote in any way that supports any Non-Conforming Plan of Reorganization or to object to a Plan of Reorganization to which the requisite holders of First Lien Obligations have consented on the grounds that any sale of Collateral thereunder or pursuant thereto is for inadequate consideration, or that the sale process in respect thereof was inadequate. Without limiting the generality of the foregoing or of the other provisions of this Agreement, any vote to accept, and any other act to support the confirmation or approval of, any Non-Conforming Plan of Reorganization by any

Second Lien Secured Party, in such capacity, shall be inconsistent with and accordingly, a violation of the terms of this Agreement, and the First Lien Collateral Agent shall be entitled (and is hereby authorized by the Second Lien Secured Parties) to have any such vote to accept a Non-Conforming Plan of Reorganization changed and any such support of any such Non-Conforming Plan of Reorganization withdrawn.

6.6 Avoidance Issues. If any First Lien Secured Party is required in any Insolvency or Liquidation Proceeding to disgorge, turn over or otherwise pay to the estate of the Borrower or any Guarantor any amount paid in respect of the First Lien Obligations (a "***First Lien Recovery***"), then the First Lien Obligations shall be reinstated to the extent of such First Lien Recovery and the First Lien Secured Parties shall be entitled to a reinstatement of First Lien Obligations with respect to all such recovered amounts. In such event (a) the Discharge of First Lien Obligations shall be deemed not to have occurred and (b) if this Agreement shall have been terminated prior to such First Lien Recovery, this Agreement shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair or otherwise affect the obligations of the parties hereto from such date of reinstatement. Any amounts received by the Second Lien Collateral Agent or any other Second Lien Secured Party on account of the Second Lien Obligations (including as recovery for such Second Lien Secured Party's deficiency claim) after the termination of this Agreement shall, in the event of a reinstatement of this Agreement pursuant to this Section 6.6, be held in trust for and paid over to the First Lien Collateral Agent for the benefit of the First Lien Secured Parties, for application to the reinstated First Lien Obligations. This Section 6.6 shall survive termination of this Agreement.

6.7 Reorganization Securities. Notwithstanding Section 4.2 hereof or any other provision of this Agreement, and regardless of whether a Discharge of First Lien Obligations shall occur in connection with a confirmed Plan of Reorganization, if in any Insolvency or Liquidation Proceeding, debt securities or obligations of the reorganized debtor secured by Liens upon any property of the reorganized debtor are distributed pursuant to such confirmed Plan of Reorganization or similar dispositive restructuring plan, both on account of First Lien Obligations and on account of Second Lien Obligations, then, the Second Lien Secured Parties shall be permitted to receive or retain such debt securities or obligations of the Grantors to be distributed to them under any such confirmed Plan of Reorganization or other dispositive restructuring plan on account of or otherwise by virtue of the Second Lien Collateral (collectively, a "***Plan Distribution***"), so long as (i) any lien granted on the Collateral (or any other assets of the Borrower or any other Grantor) to secure such Plan Distributions to the Second Lien Secured Parties shall be junior in priority to any liens granted on the Collateral to secure any Plan Distribution to the First Lien Secured Parties under any such Plan of Reorganization or other dispositive restructuring plan on account of the First Lien Collateral to the same extent as the Second Lien Collateral is junior in priority to the First Lien Collateral hereunder and such liens shall otherwise be subject to the terms and conditions of this Agreement (or an analogous agreement), (ii) any Plan Distribution received by Second Lien Secured Parties shall not be entitled to receive cash interest (but may accrue interest or contain pay-in-kind interest) and (iii) any Plan Distribution may not be subject to amortization, redemption or other principal or preference paydown, in each case prior to the Discharge of First Lien Obligations (including by way of full payment of any Plan Distribution received by the First Lien Secured Parties) ; *provided* that, absent the Discharge of First Lien Obligations, any Plan Distribution received by a Second Lien Secured Parties under a Plan of Reorganization which the class of First Lien Obligations has voted to reject (and which was implemented despite such rejection), or which does not satisfy the criteria set forth in clauses (i), (ii) and (iii) above, shall be turned over to the First Lien Collateral Agent for application in accordance with Section 4.2.

6.8 Post-Petition Interest. None of the Second Lien Collateral Agent, any Second Lien Secured Debt Representative or any Second Lien Secured Party shall oppose or seek to challenge any claim by the First Lien Collateral Agent, any First Lien Secured Debt Representative or any other

First Lien Secured Party, for allowance in any Insolvency or Liquidation Proceeding of First Lien Obligations consisting of post-petition interest, fees, premium, or expenses. Regardless of whether any such claim for post-petition interest, fees, premium or expenses is allowed or allowable, and without limiting the generality of the other provisions of this Agreement, this Agreement expressly is intended to include and does include the "rule of explicitness" in that this Agreement expressly entitles the First Lien Secured Parties, and is intended to provide the First Lien Secured Parties with the right, to receive payment of all post-petition interest, fees, premium or expenses through distributions made pursuant to the provisions of this Agreement even though such interest, fees, premium and expenses may not be allowed or allowable against the bankruptcy estate of the Borrower or any Guarantor under Section 502(b)(2) or Section 506(b) of the Bankruptcy Code or under any other provision of the Bankruptcy Code or any other Bankruptcy Law.

6.9 Second Lien Waiver. The Second Lien Collateral Agent and each Second Lien Secured Party waives any claim it may hereafter have against any First Lien Secured Party, arising out of the election of any First Lien Secured Party of the application of Section 1111(b)(2) of the Bankruptcy Code, out of any cash collateral or financing (including any DIP Financing) arrangement or out of any grant of a security interest in connection with the Collateral in any Insolvency or Liquidation Proceeding.

6.10 Limitations. So long as the Discharge of First Lien Obligations has not occurred, in any Insolvency or Liquidation Proceeding involving any Borrower or Guarantor, none of the Second Lien Secured Parties (i) shall make (or shall join with or support any third party in making) an election for application to its claims of Section 1111(b)(2) of the Bankruptcy Code, (ii) shall oppose, object to or contest (or shall join with or support any third party in opposing, objecting to or contesting) the determination of the extent of any Liens held by any of the First Lien Secured Parties or the value of any claims of First Lien Secured Parties under Section 506(a) of the Bankruptcy Code, (iii) shall oppose, object to or contest (or shall join with or support any third party in opposing, objecting or contesting) the payment to the First Lien Secured Parties of interest, fees or expenses, or (iv) shall assert (or join with or support any third party in asserting) any claim under Section 506(c) of the Bankruptcy Code senior to or on a parity with the Liens securing the First Lien Obligations for costs and expenses of preserving or disposing of any Collateral.

6.11 Second Lien Secured Party Rights to Collateral. To the extent that the Second Lien Collateral Agent or any Second Lien Secured Party has or acquires rights under Section 363 or Section 364 of the Bankruptcy Code with respect to any of the Collateral, the Second Lien Collateral Agent and each Second Lien Secured Party agrees not to assert any of such rights without the prior written consent of the First Lien Collateral Agent; *provided* that if requested by the First Lien Collateral Agent, the Second Lien Collateral Agent shall timely exercise such rights in the manner requested by the First Lien Collateral Agent, including any rights to payments in respect of such rights.

6.12 Determination of Distributions on Account of Liens on Second Lien Collateral. For the purposes of this Agreement, including for the purposes of Sections 4.2, 3.1(d) and (e), and Section 6, there shall be a presumption that any distribution to or for the benefit of the Second Lien Secured Parties (in their capacity as such) under any Plan of Reorganization for the Borrower or any Guarantor shall be on account of or by virtue of the Second Lien Collateral. The Second Lien Collateral Agent and the Second Lien Secured Parties shall have the burden of rebutting that presumption, and of proving the portion (if any) of any distribution under any Plan of Reorganization to, or for the benefit of, any Second Lien Secured Party (in its capacity as such) that does not consist of proceeds of (or is not otherwise on account of or by virtue of) such Lien on the Collateral, in each case by clear and convincing evidence.

SECTION 7. Collateral Agents.

7.1 Appointment; Authorization. (a) Each of the First Lien Administrative Agent (for itself and on behalf of each First Lien Lender) and each First Lien Commodity Hedge Counterparty hereby irrevocably designates and appoints CLMG as First Lien Collateral Agent under this Agreement and the other First Lien Documents. Each of the Second Lien Administrative Agent (for itself and on behalf of each Second Lien Lender), the Second Lien LC Support Provider, and each Second Lien Commodity Hedge Counterparty hereby irrevocably designates and appoints [Talen Investment Corporation] as Second Lien Collateral Agent under this Agreement and the other Second Lien Documents.

(b) Each of the First Lien Administrative Agent (on behalf of itself and each First Lien Lender), each First Lien Commodity Hedge Counterparty, the Second Lien Administrative Agent (on behalf of itself and each Second Lien Lender), the Second Lien LC Support Provider, and each Second Lien Commodity Hedge Counterparty irrevocably authorize the First Lien Collateral Agent and the Second Lien Collateral Agent, as applicable, to (i) execute, deliver and perform the obligations, if any, of the First Lien Collateral Agent or Second Lien Collateral Agent, as applicable, under this Agreement and each other Financing Document and (ii) take such action on its behalf under the provisions of this Agreement and the other Financing Documents and to exercise such powers and perform such duties as are expressly delegated to such Collateral Agent by the terms of this Agreement and the other Financing Documents, together with such other powers as are reasonably incidental thereto. As to any matters not expressly provided for in the Financing Documents (including, without limitation, enforcement or collection of the obligations of the Secured Parties), no Collateral Agent shall be required to exercise any discretion or take any action but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the written instructions of (subject to Section 9.4) (A) prior to the Discharge of First Lien Obligations, the Required First Lien Secured Parties and (B) after the Discharge of First Lien Obligations but prior to the Discharge of Second Lien Obligations, the Required Second Lien Secured Parties, and such instructions shall be binding upon all First Lien Secured Parties and Second Lien Secured Parties, as applicable; *provided*, *however*, that no Agent shall be required to take any action that exposes such Agent to personal liability or that is contrary to this Agreement or applicable law.

(c) In furtherance of the foregoing, each of the First Lien Administrative Agent (for itself and on behalf of each First Lien Lender), each First Lien Commodity Hedge Counterparty, the Second Lien Administrative Agent (for itself and on behalf of each Second Lien Lender), the Second Lien LC Support Provider and each Second Lien Commodity Hedge Counterparty hereby appoints and authorizes the First Lien Collateral Agent or the Second Lien Collateral Agent, as applicable, to act as its agent for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Secured Obligations owed to such Person, together with such powers and discretion as are reasonably incidental thereto.

7.2 Delegation of Duties. (a) Each Collateral Agent may execute any of its duties under this Agreement and the First Lien Documents and the Second Lien Documents (including for purposes of holding or enforcing any Lien on the Collateral, as applicable, (or any portion thereof) granted under the Collateral Documents or of exercising any rights or remedies thereunder at the direction of such Collateral Agent) by or through agents, employees or attorneys-in-fact and shall be entitled to advice of counsel and other consultants or experts of its choice concerning all matters pertaining to such duties. No Collateral Agent shall be responsible for the negligence or misconduct of any agent or attorney-in-fact selected by it with reasonable care.

(b) Each Collateral Agent may also from time to time, when such Collateral Agent deems it to be necessary or desirable, appoint one or more trustees, co-trustees, collateral co-agents,

collateral subagents or attorneys-in-fact (each, a "***Supplemental Collateral Agent***") with respect to all or any part of the Collateral; *provided, however,* that no such Supplemental Collateral Agent shall be authorized to take any action with respect to any Collateral unless and except to the extent expressly authorized in writing by such Collateral Agent. Should any instrument in writing from the Borrower or any other Loan Party be required by any Supplemental Collateral Agent so appointed by any Collateral Agent to more fully or certainly vest in and confirm to such Supplemental Collateral Agent such rights, powers, privileges and duties, the Borrower shall, or shall cause such Loan Party to, execute, acknowledge and deliver any and all such instruments promptly upon request by such Collateral Agent. If any Supplemental Collateral Agent, or successor thereto, shall die, become incapable of acting, resign or be removed, all rights, powers, privileges and duties of such Supplemental Collateral Agent, to the extent permitted by law, shall automatically vest in and be exercised by the applicable Collateral Agent until the appointment of a new Supplemental Collateral Agent. No Agent shall be responsible for the negligence or misconduct of any agent, attorney-in-fact or Supplemental Collateral Agent that it selects in accordance with the foregoing provisions of this Section 7.2(b) in the absence of such Collateral Agent's gross negligence or willful misconduct.

(c) Any notice, request or other writing given to any Collateral Agent shall be deemed to have been given to each Supplemental Collateral Agent. Every instrument appointing any Supplemental Collateral Agent shall refer to this Agreement and the conditions of this Section 7.2.

(d) Any Supplemental Collateral Agent may at any time appoint any Collateral Agent as its agent or attorney-in-fact with full power and authority, to the extent not prohibited by law, to do any lawful act under or in respect of this Agreement on its behalf or in its name.

7.3 Exculpatory Provisions. (a) No Collateral Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or affiliates shall be liable for any action taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Financing Document (except to the extent that any of the foregoing are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from its or such Person's own gross negligence or willful misconduct). Without limitation of the generality of the foregoing, each Collateral Agent: (i) may consult with legal counsel (including counsel for any Loan Party), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts; (ii) makes no warranty or representation to any Secured Party and shall not be responsible to any Secured Party for any statements, warranties or representations (whether written or oral) made in or in connection with the Financing Documents; (iii) shall not have any duty to ascertain or to inquire as to the performance, observance or satisfaction of any of the terms, covenants or conditions of any Financing Document on the part of any Loan Party or the existence at any time of any Event of Default under the Financing Documents or to inspect the property (including the books and records) of any Loan Party; (iv) shall not be responsible to any Secured Party for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, any Financing Document or any other instrument or document furnished pursuant thereto; and (v) shall incur no liability under or in respect of any Financing Document by acting upon any notice, consent, certificate or other instrument or writing (which may be by telegram, telecopy or electronic communication) believed by it to be genuine and signed or sent by the proper party or parties. Each of the parties hereto acknowledges and agrees that (A) each Collateral Agent is acting as collateral agent for a separate Lien class and, as provided for herein, may be required to take actions on behalf of that Lien class only and (B) no Collateral Agent shall have any liability to any Person (including any Secured Party) as a result of or arising from an action which it takes hereunder which benefits one class of Lien-holders but not all Secured Parties, unless (and without limiting any other right or protection of the Collateral Agent hereunder) such action violates the terms of this Agreement and is found by a final

and nonappealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Collateral Agent.

(b) No Collateral Agent shall have any duties or responsibilities except those expressly set forth in this Agreement and no implied duties or covenants shall be read against such Collateral Agent.

(c) No Collateral Agent shall have any obligation to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

(d) Beyond the exercise of reasonable care in the custody thereof and as otherwise specifically set forth herein, no Collateral Agent shall have any duty as to any of the Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto and no Collateral Agent shall be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any security interest in the Collateral. No Collateral Agent shall be liable or responsible for any loss or diminution in the value of any of the Collateral, by reason of the act or omission of any carrier, forwarding agency or other agent or bailee selected by such Collateral Agent in good faith.

(e) In the event that any Collateral Agent is required to acquire title to any Property for any reason, or take any managerial action of any kind in regard thereto, in order to carry out any obligation for the benefit of another, which in such Collateral Agent's sole discretion may cause such Collateral Agent to be considered an "*owner or operator*" under the provisions of CERCLA, or otherwise cause the Collateral Agent to incur liability under CERCLA or any other federal, state or local law, such Collateral Agent reserves the right, instead of taking such action, to either resign as Collateral Agent or arrange for the transfer of the title or control of the asset to a court-appointed receiver. No Collateral Agent shall be liable to the Secured Parties, the Loan Parties or any other Person for any Environmental Actions under any federal, state or local law, rule or regulation by reason of such Collateral Agent's actions and conduct as authorized, empowered and directed hereunder or relating to the discharge, release or threatened release of hazardous materials into the environment. If at any time it is necessary or advisable for any part of a Project to be possessed, owned, operated or managed by any Person (including any Collateral Agent) other than a Loan Party or the Secured Parties, (i) prior to the Discharge of First Lien Obligations, the Required First Lien Secured Parties and (ii) after the Discharge of First Lien Obligations but prior to the Discharge of Second Lien Obligations, the Required Second Lien Secured Parties, shall direct the applicable Collateral Agent to appoint an appropriately qualified Person (excluding any Collateral Agent) who they shall designate to possess, own, operate or manage, as the case may be, such Project.

(f) No Collateral Agent shall be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Required First Lien Secured Parties and/or the Required Second Lien Secured Parties, as the case may be, relating to the time, method and place of conducting any proceeding for any remedy available to such Collateral Agent, or exercising any power conferred upon such Collateral Agent, under this Agreement.

7.4 Reliance by Collateral Agents. Each Collateral Agent shall be entitled to rely, and shall be fully protected in relying, upon any instrument, writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to the Loan Parties), independent accountants and other experts selected by such Collateral Agent. Each Collateral Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other

Financing Document unless it shall first receive such legal advice or the concurrence of the Required First Lien Secured Parties or the Required Second Lien Secured Parties, as applicable, in accordance with the terms hereof, or it shall first be indemnified or receive security to its satisfaction by the Secured Parties against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. Each Collateral Agent shall be entitled to rely on the First Lien Administrative Agent (for itself and on behalf of each First Lien Lender), each First Lien Commodity Hedge Counterparty, the Second Lien Administrative Agent (for itself and on behalf of each Second Lien Lender), the Second Lien LC Support Provider and each Second Lien Commodity Hedge Counterparty, to indicate whether a Person is a holder of a First Lien Obligation or Second Lien Obligation, as the case may be, of record at any time. Each Collateral Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Financing Documents in accordance with a written request from the First Lien Administrative Agent (for itself and on behalf of each First Lien Lender), each First Lien Commodity Hedge Counterparty, the Second Lien Administrative Agent (for itself and on behalf of each Second Lien Lender), the Second Lien LC Support Provider and each Second Lien Commodity Hedge Counterparty, as the case may be, and such written request and any action taken or failure to act pursuant thereto shall be binding upon all the Secured Parties. The rights, privileges, protections and benefits given to the Collateral Agents including, without limitation, its rights to be indemnified, are extended to, and shall be enforceable by, each such Collateral Agent in each of its capacities hereunder, and to each agent, custodian and other persons employed by such Collateral Agent in accordance herewith to act hereunder.

7.5 Notice of Event of Default. No Collateral Agent shall be deemed to have actual knowledge or notice of the occurrence of any Event of Default unless such Collateral Agent has received written notice from an authorized officer of a Secured Party or a Loan Party referring to this Agreement and the applicable document or documents governing such Event of Default, describing such Event of Default and stating that such notice is a "***Notice of Event of Default***". In the event that such Collateral Agent receives such a written notice, such Collateral Agent shall give notice thereof to the other Secured Parties.

7.6 Non-Reliance on Collateral Agents and Other Secured Parties. (a) Each of the First Lien Administrative Agent (on behalf of itself and each First Lien Lender), each First Lien Commodity Hedge Counterparty, the Second Lien Administrative Agent (for itself and on behalf of each Second Lien Lender), the Second Lien LC Support Provider and each Second Lien Commodity Hedge Counterparty: (i) expressly acknowledge that no Collateral Agent or any of its officers, directors, employees, agents, attorneys-in-fact or affiliates have made any representations or warranties to it and that no act by any Collateral Agent hereinafter taken, including any review of the affairs of the Borrower or any of its Affiliates, shall be deemed to constitute any representation or warranty by such Collateral Agent to any such Person; (ii) represents to each Collateral Agent that it has, independently and without reliance upon any Collateral Agent or any other Secured Party and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Borrower and its Affiliates and made its own decision to extend credit to the Borrower and to enter into the Financing Documents to which it is a party; and (iii) represents that they will, independently and without reliance upon any Collateral Agent or any other Secured Party and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analyses, appraisals and decisions in taking or not taking action under this Agreement and the other Financing Documents, and to make such investigation as its deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Borrower and its Affiliates.

(b) Except for notices, reports and other documents expressly required to be furnished to the Secured Parties by the Collateral Agents hereunder, no Collateral Agent shall have any duty or responsibility to provide any Secured Party with any credit or other information concerning the

business, operations, property, condition (financial or otherwise), prospects or creditworthiness of the Borrower or its Affiliates that may come into the possession of such Collateral Agent or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

7.7 Collateral Agents in Individual Capacity. With respect to Obligations made or renewed by it or any of its Affiliates, the First Lien Collateral Agent, the Second Lien Collateral Agent and such Affiliates shall have the same rights and powers under this Agreement and the other First Lien Documents and Second Lien Documents as any First Lien Secured Party or Second Lien Secured Party, if applicable, and may exercise the same as though it were not a Collateral Agent, and the terms "*Secured Party*", "*First Lien Secured Party*" or "*Second Lien Secured Party*" shall (to the extent applicable) include each such Person in its individual capacity. The Collateral Agents and their respective Affiliates may accept deposits from, lend money to, act as trustee under indentures of, accept investment banking engagements from and generally engage in any kind of business with, any Loan Party, any of its Subsidiaries and any Person that may do business with or own securities of any Loan Party or any such Subsidiary, all as if the Collateral Agents were not Agents and without any duty to account therefor to the Secured Parties

7.8 Successor Collateral Agents. Each Person acting in such capacity may resign as a First Lien Collateral Agent or Second Lien Collateral Agent, as the case may be, upon 30 days' notice to each other Secured Party party hereto and the Borrower. If the First Lien Collateral Agent resigns, the First Lien Collateral Agent shall appoint a successor collateral agent at the direction of the Required First Lien Secured Parties in consultation with the Borrower, whereupon such successor collateral agent shall succeed to the rights, powers and duties of the First Lien Collateral Agent, and the term "*First Lien Collateral Agent*" shall mean such successor collateral agent effective upon such appointment, and the resigning Collateral Agent's rights, powers and duties as First Lien Collateral Agent shall be terminated, without any other or further act or deed on the part of the resigning Collateral Agent or any of the parties to this Agreement or any Secured Party. If the Second Lien Collateral Agent resigns, the Second Lien Collateral Agent shall appoint a successor agent at the direction of the Required Second Lien Secured Parties in consultation with the Borrower, whereupon such successor agent shall succeed to the rights, powers and duties of the Second Lien Collateral Agent, and the term "*Second Lien Collateral Agent*" shall mean such successor collateral agent effective upon such appointment and approval and the resigning Collateral Agent's rights, powers and duties as Second Lien Collateral Agent shall be terminated without any other or further act or deed on the part of the resigning Collateral Agent or any of the parties to this Agreement or any Secured Party. If no successor collateral agent has accepted appointment as First Lien Collateral Agent or Second Lien Collateral Agent, as applicable, by the date that is 30 days following the resigning Collateral Agent's notice of resignation, such resignation shall nevertheless thereupon become effective and (a) in the case of the resignation of the First Lien Collateral Agent, the First Lien Secured Parties shall assume and perform all of the duties of the First Lien Collateral Agent hereunder until such time, if any, as the Required First Lien Secured Parties appoint a successor collateral agent as contemplated above and (b) in the case of the resignation of the Second Lien Collateral Agent, the Second Lien Secured Parties shall assume and perform all of the duties of the Second Lien Collateral Agent hereunder until such time, if any, as the Required Second Lien Secured Parties appoint a successor collateral agent as contemplated above. After any Person's resignation as a Collateral Agent, the provisions of this Section 7 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was a Collateral Agent under this Agreement and the other Financing Documents.

7.9 Security Documents. Each of the Secured Parties (other than any Collateral Agent) hereby authorizes and instructs each Collateral Agent to, and each Collateral Agent shall execute, deliver and perform each of the Collateral Documents to which it is a party (including the preservation, protection and sale of the Collateral, authorizing the Depositary to withdraw and transfer funds in

accordance with the Security Deposit Agreement and paying over proceeds received by such Collateral Agent to the Depositary).

7.10 Indemnification. (a) Each Loan Party hereto, agrees to indemnify, defend and save and hold harmless each Indemnified Person from and against, and shall pay on demand, any and all claims, damages, losses, liabilities and expenses (including, without limitation, reasonable fees and expenses of counsel) which may be imposed on, incurred by or asserted or awarded against any Indemnified Person, in each case arising out of or in connection with or by reason of any investigation, litigation or proceeding or preparation of a defense in connection with, arising from or regarding: (i) the Financing Documents, the actual or proposed use of the proceeds of the First Lien Loans, the First Lien Letters of Credit, the Second Lien Letters of Credit or the Second Lien Loans issued under the Second Lien Credit Agreement or any of the transactions contemplated thereby or (ii) the actual or alleged presence of Hazardous Materials on any property of any Loan Party or any of its Subsidiaries or any Environmental Action relating in any way to any Loan Party, except to the extent such claim, damage, loss, liability or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Person's gross negligence or willful misconduct. Each Loan Party also agrees not to assert any claim against any Agent, any Secured Party or any of their Affiliates, or any of their respective officers, directors, employees, agents and advisors, on any theory of liability, for special, indirect, consequential or punitive damages arising out of or otherwise relating to the Financing Documents, the actual or proposed use of the proceeds of the First Lien Loans, First Lien Letters of Credit, the Second Lien Letters of Credit or the Second Lien Loans or any of the transactions contemplated by the Financing Documents (except in the case of gross negligence or willful misconduct).

(b) Each Loan Party agrees to pay on demand (i) all reasonable and duly documented costs and expenses of each Collateral Agent in connection with the preparation, execution, delivery, administration, modification and amendment of, or any consent or waiver under, this Agreement and the other Collateral Documents (including, without limitation, the reasonable fees and expenses of counsel for such Collateral Agent) and (ii) all reasonable and duly documented costs and expenses of each Collateral Agent in connection with the enforcement of the Collateral Documents, whether in any action, suit or litigation, or any bankruptcy, insolvency or other similar proceeding affecting creditors' rights generally (including, without limitation, the reasonable fees and expenses of counsel for such Collateral Agent). All amounts due under Section 7.10(a) shall be payable not later than 30 days after written demand therefor.

(c) To the extent that the undertakings to defend, indemnify, pay and hold harmless set forth in Section 7.10(a) may be unenforceable in whole or in part because they are violative of any law or public policy, each Loan Party (without duplication) shall contribute the maximum portion that it is permitted to pay and satisfy under applicable law to the payment and satisfaction of all indemnified liabilities incurred pursuant to Section 7.10(a) by any Indemnified Person.

(d) (i) Each First Lien Lender (through the First Lien Administrative Agent) and each First Lien Commodity Hedge Counterparty severally agrees to indemnify the First Lien Collateral Agent (to the extent not promptly reimbursed by the Loan Parties) from and against such Person's ratable share (calculated on the basis of the First Lien Obligations held by each such Person and in the case of any First Lien Commodity Hedge Counterparty on the basis of its then applicable Permitted First Lien Hedge Amount) of any and all claims, damages, losses, liabilities and expenses of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against such First Lien Collateral Agent in any relating to or arising out of the First Lien Collateral Documents or any action taken or omitted by the First Lien Collateral Agent under the First Lien Documents (collectively, the "***First Lien Indemnified Costs***"); *provided, however*, that no First Lien Secured Party shall be liable to the First Lien Collateral Agent for any portion of any such First Lien Indemnified Costs resulting from the First Lien Collateral Agent's gross negligence or willful misconduct as found in a final, non-appealable judgment by a court of

competent jurisdiction. Without limitation of the foregoing, each First Lien Lender (through the First Lien Administrative Agent) and each First Lien Commodity Hedge Counterparty agrees to reimburse the First Lien Collateral Agent promptly upon demand for its ratable share of any costs and expenses (including, without, limitation, of counsel) payable by the Loan Parties pursuant to Section 7.10(a) above, to the extent that the First Lien Collateral Agent is not promptly reimbursed for such costs and expenses by the Loan Parties. In the case of any investigation, litigation or proceeding giving rise to any Indemnified Costs, this Section 7.10(d)(i) applies whether any such investigation, litigation or proceeding is brought by any Secured Party or any other Person.

(ii) Each Second Lien Lender (through the Second Lien Administrative Agent), the Second Lien LC Support Provider and each Second Lien Commodity Hedge Counterparty severally agrees to indemnify the Second Lien Collateral Agent (to the extent not promptly reimbursed by the Loan Parties) from and against such Person's ratable share (calculated on the basis of the Second Lien Obligations held by each such Person and in the case of any Second Lien Commodity Hedge Counterparty on the basis of its then applicable Permitted Second Lien Hedge Amount) of any and all claims, damages, losses, liabilities and expenses of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against the Second Lien Collateral Agent in any relating to or arising out of the Second Lien Collateral Documents or any action taken or omitted by the Second Lien Collateral Agent under the Second Lien Collateral Documents (collectively, the "***Second Lien Indemnified Costs***"); *provided*, *however*, that no Second Lien Secured Party shall be liable to the Second Lien Collateral Agent for any portion of any such Second Lien Indemnified Costs resulting from the Second Lien Collateral Agent's gross negligence or willful misconduct as found in a final, non-appealable judgment by a court of competent jurisdiction. Without limitation of the foregoing, each Second Lien Secured Party agrees to reimburse the Second Lien Collateral Agent promptly upon demand for its ratable share of any costs and expenses (including, without, limitation, of counsel) payable by the Loan Parties pursuant to Section 7.10(a) above, to the extent that such Second Lien Collateral Agent is not promptly reimbursed for such costs and expenses by the Loan Parties. In the case of any investigation, litigation or proceeding giving rise to any Second Lien Indemnified Costs, this Section 7.10(d)(ii) applies whether any such investigation, litigation or proceeding is brought by any Secured Party or any other Person.

(e) The agreements in this Section 7.10 shall survive termination of this Agreement.

7.11 Judgment Currency. All payments made to any Collateral Agent under this Agreement shall be made in Dollars. If for the purposes of obtaining judgment in any court it is necessary to convert a sum due in Dollars into another currency, the parties hereto agree, to the fullest extent that they may legally and effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures (based on quotations from four major dealers in the relevant market) the Collateral Agent could purchase Dollars with such currency at or about 11:00 a.m. (New York City time) on the Business Day preceding that on which final judgment is given. The obligations in respect of any sum due to any other party hereunder shall, to the extent permitted by applicable law notwithstanding any judgment expressed in a currency other than Dollars, be discharged only to the extent that on the Business Day following receipt by such party of any sum adjudged to be so due in such other currency such Person may in accordance with normal banking procedures purchase Dollars with such other currency. If the amount of Dollars so purchased is less than the sum originally due to such Person, the Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify such Person against such resulting loss; and if the amount of Dollars so purchased exceeds the sum originally due to such Person, such Person agrees to remit such excess to the Borrower.

7.12 No Risk of Funds. None of the provisions of this Agreement or the other Financing Documents shall be construed to require any Collateral Agent in its individual capacity to expend or risk its own funds or otherwise to incur any personal financial liability in the performance of any of its duties hereunder or thereunder.

SECTION 8. Reliance; Waivers; Etc.

8.1 Reliance. Other than any reliance on the terms of this Agreement, each of the First Lien Collateral Agent (on behalf of itself and the First Lien Secured Parties), the First Lien Administrative Agent (on behalf of itself and each First Lien Lender) and the First Lien Commodity Hedge Counterparties acknowledges that it and each other First Lien Secured Party has, independently and without reliance on the Second Lien Collateral Agent, the Second Lien Administrative Agent, the Second Lien LC Support Provider, any Second Lien Commodity Hedge Counterparty or any other Second Lien Secured Party and based on documents and information deemed by it appropriate, made its own credit analysis and decision to enter into each First Lien Document to which it is a party and be bound by the terms of this Agreement and it will continue to make its own credit decision in taking or not taking any action under this Agreement or any other First Lien Document. Each of the Second Lien Collateral Agent (on behalf of itself and the Second Lien Secured Parties), the Second Lien Administrative Agent (on behalf of itself and each Second Lien Lender), the Second Lien LC Support Provider and the Second Lien Commodity Hedge Counterparties acknowledges that it and each other Second Lien Secured Party has independently and without reliance on the First Lien Collateral Agent, the First Lien Administrative Agent, any First Lien Commodity Hedge Counterparty or any other First Lien Secured Party, and based on documents and information deemed by it appropriate, made its own credit analysis and decision to enter into each Second Lien Document to which it is a party and be bound by the terms of this Agreement and it will continue to make its own credit decision in taking or not taking any action under this Agreement or any other Second Lien Document.

8.2 No Warranties or Liability. (a) The First Lien Collateral Agent (on behalf of the First Lien Secured Parties), the First Lien Administrative Agent (on behalf of itself and each First Lien Lender) and each First Lien Commodity Hedge Counterparty acknowledge and agree that none of the Second Lien Collateral Agent or the Second Lien Secured Parties has made any express or implied representation or warranty, including with respect to the execution, validity, legality, completeness, collectibility or enforceability of any of the Second Lien Documents, the ownership of any Collateral or the perfection or priority of any Liens thereon. Except as otherwise expressly provided herein, the First Lien Secured Parties will be entitled to manage and supervise their respective loans and extensions of credit under the First Lien Documents in accordance with law and as they may otherwise, in their sole discretion, deem appropriate.

(b) Except as otherwise provided herein, the Second Lien Collateral Agent (on behalf of itself and the Second Lien Secured Parties), the Second Lien Administrative Agent (on behalf of itself and each Second Lien Lender), the Second Lien LC Support Provider and each Second Lien Commodity Hedge Counterparty acknowledge and agree that none of the First Lien Collateral Agent, the First Lien Administrative Agent or the First Lien Secured Parties has made any express or implied representation or warranty, including with respect to the execution, validity, legality, completeness, collectibility or enforceability of any of the First Lien Documents, the ownership of any Collateral or the perfection or priority of any Liens thereon. Except as otherwise expressly provided herein, the Second Lien Secured Parties will be entitled to manage and supervise their respective loans and extensions of credit under the Second Lien Documents in accordance with law and as it may otherwise, in its sole discretion, deem appropriate.

(c) None of the Second Lien Collateral Agent, the Second Lien Administrative Agent, the Second Lien LC Support Provider or any other Second Lien Secured Party shall have any duty to the First Lien Collateral Agent, the First Lien Administrative Agent or any other First Lien Secured Party, and none of the First Lien Collateral Agent, the First Lien Administrative Agent or any other First Lien Secured Party shall have any duty to the Second Lien Collateral Agent, the Second Lien Administrative Agent, the Second Lien LC Support Provider or any other Second Lien Secured Party, to act or refrain from acting in a manner which allows, or results in, the occurrence or continuance of an

event of default or default under any agreements with the Borrower or any other Guarantor (including the First Lien Documents and the Second Lien Documents), regardless of any knowledge thereof which they may have or be charged with.

8.3 No Waiver of Lien Priorities. (a) No right of the First Lien Secured Parties, the First Lien Collateral Agent, any First Lien Secured Debt Representative or any of them to enforce any provision of this Agreement or any First Lien Document shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of the Borrower or any Guarantor or by any act or failure to act by any First Lien Secured Party, the First Lien Collateral Agent or any First Lien Secured Debt Representative, or by any noncompliance by any Person with the terms, provisions and covenants of this Agreement, any First Lien Document or any Second Lien Document, regardless of any knowledge thereof which the First Lien Collateral Agent, any First Lien Secured Debt Representative or any First Lien Secured Party, or any of them, may have or be otherwise charged with.

(b) Without in any way limiting the generality of the foregoing paragraph (but subject to the rights of the Borrower and the Guarantors under the First Lien Documents and subject to the provisions of Section 5.4), the First Lien Secured Parties, the First Lien Collateral Agent, the First Lien Secured Debt Representatives and any of them may, at any time and from time to time in accordance with the First Lien Documents to which such Person is a party and/or applicable law, without the consent of or notice to the Second Lien Collateral Agent or any Second Lien Secured Parties, without incurring any liabilities to the Second Lien Collateral Agent or any Second Lien Secured Parties and without impairing or releasing the Lien priorities and other benefits provided in this Agreement (even if any right of subrogation or other right or remedy of the Second Lien Collateral Agent or any Second Lien Secured Parties is affected, impaired or extinguished thereby) do any one or more of the following:

(i) change the manner, place or terms of payment, change or extend the time of payment of or amend, renew, exchange, increase or alter the terms of any of the First Lien Obligations or any Lien on any First Lien Collateral or any First Lien Guaranty or any liability of the Borrower or any Guarantor, or any liability incurred directly or indirectly in respect thereof (including any increase in or extension of the First Lien Obligations, without any restriction as to the tenor or terms of any such increase or extension) or otherwise amend, renew, exchange, extend, modify or supplement in any manner any Liens held by the First Lien Collateral Agent or any of the First Lien Secured Parties, the First Lien Obligations or any of the First Lien Documents;

(ii) sell, exchange, release, surrender, realize upon, enforce or otherwise deal with in any manner and in any order any part of the First Lien Collateral or any liability of the Borrower or any Guarantor to the First Lien Secured Parties, the First Lien Secured Debt Representatives or the First Lien Collateral Agent or any liability incurred directly or indirectly in respect thereof;

(iii) settle or compromise any First Lien Obligation or any other liability of the Borrower or any Guarantor or any security therefor or any liability incurred directly or indirectly in respect thereof and apply any sums by whomsoever paid and however realized to any liability (including the First Lien Obligations) in any manner or order; and

(iv) exercise or delay in or refrain from exercising any right or remedy against the Borrower or any security or any Guarantor or any other Person, elect any remedy and otherwise deal freely with the Borrower, any Guarantor or any First Lien Collateral and any security and any guarantor or any liability of the Borrower or any Guarantor to the First Lien Secured Parties or any liability incurred directly or indirectly in respect thereof.

(c) Except as otherwise provided herein, each of the Second Lien Collateral Agent (on behalf of itself and the Second Lien Secured Parties) and the Second Lien Secured Parties agrees that

none of the First Lien Secured Parties, the First Lien Collateral Agent or the First Lien Administrative Agent shall have any liability to the Second Lien Collateral Agent or any Second Lien Secured Party, and the Second Lien Collateral Agent (on behalf of itself and the Second Lien Secured Parties) and each Second Lien Secured Party hereby waives any claim against any First Lien Secured Party, the First Lien Collateral Agent or any First Lien Secured Debt Representative arising out of any and all actions which the First Lien Secured Parties or the First Lien Collateral Agent may take or permit or omit to take with respect to:

(i) the First Lien Documents (other than this Agreement);

(ii) the collection of the First Lien Obligations; or

(iii) the foreclosure upon, or sale, liquidation or other disposition sale of, or the failure to foreclose upon, or sell, liquidate or otherwise dispose of, the First Lien Collateral.

The Second Lien Collateral Agent (on behalf of itself and the Second Lien Secured Parties) and each Second Lien Secured Party agree that none of the First Lien Secured Parties, the First Lien Collateral Agent or any First Lien Secured Debt Representative has any duty to them in respect of the maintenance or preservation of the Collateral, the First Lien Obligations or otherwise.

(d) Until the Discharge of First Lien Obligations, the Second Lien Collateral Agent (on behalf of itself and the Second Lien Secured Parties) and each Second Lien Secured Party agree not to assert and hereby waive, to the fullest extent permitted by law, any right to demand, request, plead or otherwise assert, or otherwise claim the benefit of, any marshalling, appraisal, valuation or other similar right that may otherwise be available under applicable law with respect to the Collateral or any other similar rights a junior secured creditor may have under applicable law.

8.4 Obligations Unconditional. All rights, interests, agreements and obligations of each of the First Lien Collateral Agent, the First Lien Secured Debt Representatives and the First Lien Secured Parties and the Second Lien Collateral Agent, the Second Lien Secured Debt Representatives and the Second Lien Secured Parties, respectively, hereunder shall remain in full force and effect irrespective of:

(a) any lack of validity or enforceability of any First Lien Documents or any Second Lien Documents;

(b) except as otherwise expressly set forth in this Agreement, any change in the time, manner or place of payment of, or in any other terms of, all or any of the First Lien Obligations or Second Lien Obligations or any amendment or waiver or other modification, including any increase in the amount thereof, whether by course of conduct or otherwise, of the terms of any First Lien Document or any Second Lien Document;

(c) except as otherwise expressly set forth in this Agreement, any exchange of any security interest in any Collateral or any other collateral, or any amendment, waiver or other modification, whether in writing or by course of conduct or otherwise, of all or any of the First Lien Obligations or Second Lien Obligations or any guarantee thereof;

(d) the commencement of any Insolvency or Liquidation Proceeding in respect of the Borrower or any other Loan Party; or

(e) any other circumstances that otherwise might constitute a defense available to, or a discharge of, the Borrower or any other Loan Party in respect of the First Lien Collateral Agent, the First Lien Obligations, any First Lien Secured Party, the Second Lien Collateral Agent, the Second Lien Obligations or any Second Lien Secured Party in respect of this Agreement.

SECTION 9. Miscellaneous.

9.1 Conflicts. In the event of any conflict between the provisions of this Agreement and the provisions of any other Financing Document, the provisions of this Agreement shall govern and control.

9.2 Effectiveness; Continuing Nature of this Agreement; Severability. (a) This Agreement shall become effective when executed and delivered by each of the parties hereto. This is a continuing agreement of lien subordination and the First Lien Secured Parties may continue, at any time and without notice to the Second Lien Collateral Agent, any Second Lien Secured Debt Representative or any other Second Lien Secured Party, to extend credit and other financial accommodations and lend monies to or for the benefit of the Borrower or any Guarantor constituting First Lien Obligations in reliance hereof.

(b) Each of the Second Lien Collateral Agent (on behalf of itself and each Second Lien Secured Party) and the Second Lien Secured Parties hereby waives any rights it may have under applicable law to revoke this Agreement or any of the provisions of this Agreement. The terms of this Agreement shall survive, and shall continue in full force and effect, in any Insolvency or Liquidation Proceeding.

(c) Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. All references to any Loan Party shall include such Loan Party as debtor and debtor-in-possession and any receiver or trustee for such Loan Party in any Insolvency or Liquidation Proceeding.

(d) This Agreement shall terminate and be of no further force and effect:

(i) with respect to the First Lien Collateral Agent, the First Lien Administrative Agent, the other First Lien Secured Parties and the First Lien Obligations, on the date of Discharge of First Lien Obligations, subject to the rights of the First Lien Collateral Agent, the First Lien Administrative Agent and the First Lien Secured Parties under Sections 5.5 and 6.6; and

(ii) with respect to the Second Lien Collateral Agent, the other Second Lien Secured Parties and the Second Lien Obligations, on the Discharge of Second Lien Obligations.

9.3 Amendments; Waivers. (a) Subject to Sections 5.11 and 9.3(c), no amendment, modification or waiver of any of the provisions of this Agreement by any Agent or Secured Debt Representative shall be deemed to be made unless the same shall be in writing signed on behalf of each party hereto or its authorized agent and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the parties making such waiver or the obligations of the other parties to such party in any other respect or at any other time.

(b) Notwithstanding Section 9.3(a), neither the Borrower nor any Guarantor shall have any right to consent to or approve any amendment, modification or waiver of any provision of this Agreement except: (i) with respect to the amendment or modification of or waiver with respect to (A) Section 4.1, (B) the definitions of any of the terms defined in this Agreement, or (C) any provisions hereof that would have the effect of reducing the level of Secured Parties required to instruct a Collateral Agent to exercise remedies against the Collateral or (ii) to the extent its rights are directly affected (which includes, but is not limited to any amendment to the Borrower's or any Guarantor's ability to cause additional obligations to constitute First Lien Obligations or Second Lien Obligations as the Borrower or any Guarantor may designate).

(c) Notwithstanding the other provisions of this Section 9.3, the Borrower, the Guarantors and the Collateral Agents may (but shall have no obligation to) amend or supplement this Agreement or the Collateral Documents without the consent of any other Secured Party: (i) to cure any ambiguity, defect or inconsistency; (ii) to make any change that would provide any additional rights or benefits to the Secured Parties; or (iii) to make, complete or confirm any grant of Collateral permitted or required by this Agreement or any of the Collateral Documents or any release of any Collateral that is otherwise permitted under the terms of this Agreement and the Financing Documents.

9.4 Voting. (a) Without limiting anything contained herein and other than ministerial and administrative acts contemplated by the Collateral Documents to which it is a party, until the Discharge of First Lien Obligations, the First Lien Collateral Agent shall not take any action (including the exercise of remedies, the amendment of Collateral Documents or the granting of waivers under such Collateral Documents) or grant its consent under any Collateral Documents, unless and to the extent directed to do so by the Required First Lien Secured Parties. If the First Lien Collateral Agent determines that discretion is needed in the taking of any action, it may refrain from taking such action until such directions or instructions are received and shall have no liability to the Secured Parties for so refraining.

(b) Without limiting anything contained herein and other than ministerial and administrative acts contemplated by the Collateral Documents to which it is a party, the Second Lien Collateral Agent shall not take any action (including the exercise of remedies, the amendment of Collateral Documents or the granting of waivers under such Collateral Documents) or grant its consent under any Collateral Documents, unless and to the extent directed to do so by the Required Second Lien Secured Parties. If the Second Lien Collateral Agent determines that discretion is needed in the taking of any action, it may refrain from taking such action until such directions or instructions are received and shall have no liability to the Secured Parties for so refraining.

(c) In connection with any act or decision by the Required First Lien Secured Parties, Required First Lien Lenders or Required Second Lien Secured Parties under this Agreement or any of the Collateral Documents, (i) the vote of each First Lien Lender shall be calculated based on the amount of the Outstanding Amount owed to such First Lien Lender at the time the applicable matter is presented for a vote, (ii) the vote of each First Lien Commodity Hedge Counterparty shall be calculated based on the Eligible Hedge Amount owed to such First Lien Commodity Hedge Counterparty under the First Lien Commodity Hedge and Power Sale Agreement to which it is a party at the time the applicable matter is presented for a vote, (iii) the vote of each Second Lien Lender shall be calculated based on the amount of the Outstanding Amount owed to such Second Lien Lender at the time the applicable matter is presented for a vote, (iv) the vote of the Second Lien LC Support Provider shall be calculated based on the Outstanding Amount under the Second Lien LC Support Agreement at such time, and (v) the vote of each Second Lien Commodity Hedge Counterparty shall be calculated based on the amount Eligible Hedge Amount owed to such Second Lien Commodity Hedge Counterparty under the Second Lien Commodity Hedge and Power Sale Agreement to which it is a party at the time the applicable matter is presented for a vote. The votes of the First Lien Lenders shall be aggregated and cast as a single block by the First Lien Administrative Agent. The votes of the Second Lien Lenders shall be aggregated and cast as a single block by the Second Lien Administrative Agent. The votes of the First Lien Secured Parties and the Second Lien Secured Parties under this Section 9.4 are also subject to the provisions of Section 5.4.

9.5 Information Concerning Financial Condition of the Borrower and its Subsidiaries. The First Lien Administrative Agent and the other First Lien Secured Parties, on the one hand, and the Second Lien Administrative Agent, the Second Lien LC Support Provider and the other Second Lien Secured Parties, on the other hand, shall each be responsible for keeping themselves informed of (a) the financial condition of the Borrower and its Subsidiaries and all endorsers and/or

guarantors of the First Lien Obligations or the Second Lien Obligations and (b) all other circumstances bearing upon the risk of nonpayment of the First Lien Obligations or the Second Lien Obligations. No Agent or Secured Party shall have any duty to advise any other Agent or Secured Party of information known to it or them regarding such condition or any such circumstances or otherwise. In the event that any Agent or Secured Party, in its or their sole discretion, undertakes at any time or from time to time to provide any such information to any other Agent or Secured Party, it or they shall be under no obligation:

(a) to make, and the Agents and the Secured Parties shall not make, any express or implied representation or warranty, including with respect to the accuracy, completeness, truthfulness or validity of any such information so provided;

(b) to provide any additional information or to provide any such information on any subsequent occasion;

(c) to undertake any investigation; or

(d) to disclose any information, which pursuant to accepted or reasonable commercial finance practices, such party wishes to maintain confidential or is otherwise required to maintain confidential.

9.6 Subrogation. With respect to the value of any payments or distributions in Cash or other Property that the Second Lien Collateral Agent (on behalf of the Second Lien Secured Parties) or any Second Lien Secured Party pays over to the First Lien Collateral Agent (on behalf of the First Lien Secured Parties) or any First Lien Secured Party under the terms of this Agreement, the Second Lien Collateral Agent (on behalf of the Second Lien Secured Parties) or such Second Lien Secured Party, as the case may be, shall be subrogated to the rights of the First Lien Collateral Agent (on behalf of the First Lien Secured Parties) and the First Lien Secured Parties; *provided* that the Second Lien Collateral Agent (on behalf of itself and each Second Lien Secured Party) and each other Second Lien Secured Party hereby agrees not to assert or enforce all such rights of subrogation it or they may acquire as a result of any payment hereunder until the Discharge of First Lien Obligations has occurred. The Borrower and each Guarantor acknowledges and agrees that the value of any payments or distributions in Cash or other Property received by the Second Lien Collateral Agent (on behalf of the Second Lien Secured Parties) or the Second Lien Secured Parties that are paid over to the First Lien Collateral Agent (on behalf of the First Lien Secured Parties) or the First Lien Secured Parties pursuant to this Agreement shall not reduce any of the Second Lien Obligations.

9.7 Application of Payments. All payments received by the First Lien Collateral Agent (on behalf of the First Lien Secured Parties) or any First Lien Secured Party may be applied, reversed and reapplied, in whole or in part, to such part of the First Lien Obligations as provided for in this Agreement and the other First Lien Documents. The Second Lien Collateral Agent (on behalf of itself and each of the Second Lien Secured Parties) and each other Second Lien Secured Party assents to any extension or postponement of the time of payment of the First Lien Obligations or any part thereof and to any other indulgence with respect thereto, to any substitution, exchange or release of any Collateral which may at any time secure any part of the First Lien Obligations and to the addition or release of any other Person primarily or secondarily liable therefor.

9.8 Jurisdiction, Etc. (a) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any of the other Financing Documents to which it is a party, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York State court or, to the

fullest extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Agreement or any of the other Financing Documents in the courts of any jurisdiction.

(b) Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any of the other Financing Documents to which it is a party in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

9.9 Notices. All notices to the Second Lien Secured Parties and the First Lien Secured Parties permitted or required under this Agreement shall also be sent to the Second Lien Collateral Agent and each Second Lien Secured Debt Representative, and the First Lien Collateral Agent and each First Lien Secured Debt Representative, respectively. Unless otherwise specifically provided herein, any notice hereunder shall be in writing (including telegraphic, telecopy or electronic communication) and mailed, telegraphed, telecopied, e-mailed or otherwise delivered. All such notices and other communications shall, when mailed, telegraphed, telecopied or e-mailed, be effective when deposited in the mails, delivered to the telegraph company, transmitted by telecopier or sent by electronic communication, respectively, except that notices and other communications to the Collateral Agents shall not be effective until received by the applicable Collateral Agent. For the purposes hereof, the addresses of the parties hereto shall be as set forth on Annex I hereto, or, as to each party, at such other address as may be designated by such party in a written notice to all of the other parties.

9.10 Further Assurances. The First Lien Collateral Agent (on behalf of the First Lien Secured Parties under the First Lien Documents), the First Lien Administrative Agent (on behalf of itself and the First Lien Lenders under the First Lien Loan Documents), each First Lien Commodity Hedge Counterparty, the Second Lien Collateral Agent (on behalf of the Second Lien Secured Parties under the Second Lien Documents), the Second Lien Administrative Agent (on behalf of itself and the Second Lien Lenders under the Second Lien Loan Documents), the Second Lien LC Support Provider, each Second Lien Commodity Hedge Counterparty, the Borrower and each Guarantor, agree that each of them shall take such further action and shall execute and deliver such additional documents and instruments (in recordable form, if requested) as the First Lien Collateral Agent or the Second Lien Collateral Agent may reasonably request to effectuate the terms of and the Lien priorities contemplated by this Agreement.

9.11 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

9.12 Binding on Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the First Lien Collateral Agent, the First Lien Secured Parties, the Second Lien Collateral Agent, the Second Lien Secured Parties and their respective successors and assigns.

9.13 Specific Performance. Each of the First Lien Collateral Agent and the Second Lien Collateral Agent may demand specific performance of this Agreement without the posting of a bond or other security. The First Lien Collateral Agent (on behalf of itself and the First Lien Secured Parties under the First Lien Documents), the First Lien Administrative Agent (on behalf of itself and the First Lien Lenders under the First Lien Loan Documents), each First Lien Commodity Hedge Counterparty, the Second Lien Collateral Agent (on behalf of the Second Lien Secured Parties under the Second Lien Documents), the Second Lien Administrative Agent (on behalf of itself and the First Lien Lender under the Second Lien Loan Documents), the Second Lien LC Support Provider and each Second Lien

Commodity Hedge Counterparty hereby irrevocably waive any defense based on the adequacy of a remedy at law and any other defense which might be asserted to bar the remedy of specific performance in any action which may be brought by the First Lien Collateral Agent or the First Lien Secured Parties or the Second Lien Collateral Agent or the Second Lien Secured Parties, as the case may be.

9.14 Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

9.15 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by telecopier or e-mail of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

9.16 Authorization. By its signature, each Person executing this Agreement on behalf of a party hereto represents and warrants to the other parties hereto that it is duly authorized to execute this Agreement.

9.17 No Third Party Beneficiaries. This Agreement and the rights and benefits hereof shall inure to the benefit of each of the parties hereto and its respective successors and assigns and shall inure to the benefit of each of the First Lien Secured Parties and the Second Lien Secured Parties. Nothing in this Agreement shall impair, as between the Borrower and the other Loan Parties and the First Lien Collateral Agent and the First Lien Secured Parties, or as between the Borrower and the other Loan Parties and the Second Lien Collateral Agent and the Second Lien Secured Parties, the obligations of the Borrower and the other Loan Parties to pay principal, interest, fees and other amounts as provided in the First Lien Documents and the Second Lien Documents, respectively.

9.18 Provisions Solely to Define Relative Rights. The provisions of this Agreement are and are intended solely for the purpose of defining the relative rights of the First Lien Collateral Agent and the First Lien Secured Parties and the Second Lien Collateral Agent and the Second Lien Secured Parties, respectively. None of the Borrower, any other Loan Party or any other creditor thereof shall have any rights hereunder, and neither the Borrower nor any other Loan Party may rely on the terms hereof, other than, in each case, the provisions of Sections 4.1, 5.1, 5.3, 5.4, 5.8, 5.10, 6.1, 9.3, 9.4 and 9.16 (and the related definitions) hereof. Nothing in this Agreement is intended to or shall impair the obligations of the Borrower or any other Loan Party, which are absolute and unconditional, to pay the First Lien Obligations and the Second Lien Obligations as and when the same shall become due and payable in accordance with the Financing Documents.

9.19 Commodity Hedge and Power Sale Agreements. Each of the parties hereto acknowledges and agrees that nothing contained in this Agreement shall limit (a) any First Lien Commodity Hedge Counterparty's rights with respect to any Other Credit Support related to any First Lien Commodity Hedge and Power Sale Agreement or (b) any Second Lien Commodity Hedge Counterparty's rights with respect to any Other Credit Support related to any Second Lien Commodity Hedge and Power Sale Agreement.

9.20 Waiver of Jury Trial. Each of the parties hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to any of the Financing Documents or the actions of any Secured Party in the negotiation, administration, performance or enforcement thereof.

9.21 [Reserved].

9.22 Second Lien Letters of Credit; Commitment of Second Lien LC Support Provider.

(a) Drawings under Second Lien Letters of Credit. To the extent a Second Lien Letter of Credit is drawn by the First Lien Administrative Agent as a result of (i) receipt by the First Lien Administrative Agent of a notice of non-renewal from the issuing bank thereof and the pending expiration of such Second Lien Letter of Credit prior to the end of the Backstop Commitment Period or (ii) the issuing bank of such Second Lien Letter of Credit no longer qualifying as an Acceptable Bank, the proceeds of such drawing ("Backstop LC Drawing Proceeds") shall be segregated and held by the First Lien Administrative Agent as cash collateral for any subsequent drawing on a First Lien Letter of Credit (for any reason other than (i) expiration of such First Lien Letter of Credit or (ii) drawing by a beneficiary of a First Lien Letter of Credit solely resulting from the First Lien Letter of Credit not meeting the requirements of such beneficiary) that was previously collateralized by such Second Lien Letter of Credit. To the extent of any such subsequent drawing on a First Lien Letter of Credit, the First Lien Administrative Agent shall be entitled to apply the Backstop LC Drawing Proceeds to reimbursement of the First Lien Administrative Agent of the amount of such drawing. The First Lien Administrative Agent shall promptly, but in no event later than ten (10) Business Days following the end of the Backstop Commitment Period, refund to the Second Lien LC Support Provider an amount equal to all Backstop LC Drawing Proceeds that have not been applied to reimbursement of the First Lien Administrative Agent in accordance with this Section 9.22. In the event any Second Lien Letter of Credit is drawn as a result of the issuing bank no longer qualifying as an Acceptable Bank and, solely to the extent a replacement letter of credit on substantially the same terms and conditions is issued by an Acceptable Bank and delivered to the First Lien Administrative Agent (a "Replacement Letter of Credit"), the First Lien Administrative Agent shall promptly refund to the Second Lien LC Support Provider an amount of Backstop LC Drawing Proceeds held by the First Lien Administrative Agent equal to the face amount of such Replacement Letter of Credit. The parties agree that any such Replacement Letter of Credit shall be deemed to be a Second Lien Letter of Credit from the date of delivery under the First Lien Loan Documents.

(b) Expiration of Commitment. No later than the later of ten (10) Business Days following the end of the Backstop Commitment Period, all outstanding Second Lien Letters of Credit shall be cancelled and returned undrawn by the First Lien Administrative Agent to the Second Lien LC Support Provider.

(c) Reduction in First Lien Letter of Credit. Within ten (10) Business Days following any permanent reduction (including a scheduled reduction to the extent there is no subsequent scheduled increase) in of the Available Amount of any First Lien Letter of Credit (pursuant to the terms of such First Lien Letter of Credit or the terms of the underlying collateral requirement) that was previously collateralized by a Second Lien Letter of Credit, the First Lien Administrative Agent shall return to the Second Lien LC Support Provider any Second Lien Letter of Credit (or cash collateral (including Backstop LC Drawing Proceeds)) that was previously provided to collateralize such First Lien Letter of Credit (or otherwise amend such Second Lien Letter of Credit to reduce the Available Amount of such Second Lien Letter of Credit by the reduced Available Amount of such First Lien Letter of Credit).

(d) Reimbursement of Drawn Amounts. To the extent that (i) any First Lien Letter of Credit is drawn by the beneficiary thereof, (ii) any Second Lien Letter of Credit that was provided to collateralize such First Lien Letter of Credit is drawn by the First Lien Administrative Agent (or cash collateral has been provided for the First Lien Administrative Agent's benefit to collateralize such First Lien Letter of Credit, including as set forth in clause (a) above) and (iii) the cash drawn in respect of such First Lien Letter of Credit is thereafter returned, reimbursed or otherwise transferred by the beneficiary thereof (or the Borrower, solely to the extent Borrower received proceeds from the beneficiary) to the

First Lien Administrative Agent, the First Lien Administrative Agent shall promptly (but in no event later than ten (10) Business Days after receipt) pay to the Second Lien LC Support Provider an amount equal to such returned, reimbursed or transferred cash.

9.23 Specified Project Foreclosure Sale. Notwithstanding anything contrary herein or in any of the Financing Documents, in the event of a sale or other transfer to any Person that is not an Affiliate of the Borrower, Talen or Beal solely in connection with any sale or transfer to such Person effected in connection with the exercise of remedies by the First Lien Secured Parties of (i) Equity Interests of the Borrower or any of its Subsidiaries that results in (A) a direct or indirect transfer of more than fifty percent (50%) of the economic interests in a Project Company, (B) a direct or indirect transfer of the power to (I) vote more than fifty percent (50%) of the Voting Interests of any Project Company or (II) direct or cause the direction of the management and policies of such Project Company or (ii) all or substantially all of the assets of any Project Company (each of (i) and (ii), a "***Specified Project Foreclosure Sale***"), each of the Borrower, Beal, the First Lien Collateral Agent, the First Lien Administrative Agent (for itself and on behalf of the First Lien Lenders), the Second Lien Collateral Agent, the Second Lien Administrative Agent (for itself and on behalf of the Second Lien Lenders), the Second Lien LC Support Provider, and each other Person party hereto hereby agrees that all Second Lien Letters of Credit issued and outstanding under the Second Lien LC Support Agreement that collateralize credit support required by the Project and/or Project Company being sold or transferred pursuant to the Specified Project Foreclosure Sale shall be permanently cancelled and returned undrawn by the First Lien Administrative Agent to the Second Lien LC Support Provider, or reduced by amendment in an amount equal to such collateralized credit support, no later than ten (10) Business Days after the closing of the applicable Specified Project Foreclosure Sale.

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IN WITNESS WHEREOF, the parties hereto have executed this Collateral Agency and Intercreditor Agreement as of the date first written above.

NEW MACH GEN, LLC,
as Borrower

By _____

Name:
Title:

MACH GEN GP, LLC,
as Guarantor

By _____

Name:
Title:

MILLENNIUM POWER PARTNERS, L.P.,
as Guarantor

By _____

Name:
Title:

NEW ATHENS GENERATING
COMPANY, LLC,
as Guarantor

By _____

Name:
Title:

CLMG CORP.,
as First Lien Administrative Agent

By _____

Name:
Title:

CLMG CORP.,
as First Lien Collateral Agent

By _____

Name:
Title:

TALEN INVESTMENT CORPORATION,
as Second Lien Collateral Agent

By _____

Name:
Title:

TALEN INVESTMENT CORPORATION,
as Second Lien Administrative Agent

By _____

Name:
Title:

TALEN ENERGY SUPPLY, LLC,
as Second Lien LC Support Provider

By _____

Name:
Title:

Solely with respect to Section 9.21, Section 9.22
and Section 9.23:

BEAL BANK USA

By _____

Name:
Title:

Exhibit O
to the
Restructuring Support Agreement

NEW FIRST LIEN SECURITY DOCUMENTS

FIRST LIEN FEE AND LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (MASSACHUSETTS)

by and from

MILLENNIUM POWER PARTNERS, L.P., "*Mortgagor*"

to

CLMG CORP., in its capacity as Agent, "*Mortgagee*"

Dated as of _____, 2018

Location:	10 Sherwood Lane
Municipality:	Charlton
County:	Worcester
State:	Massachusetts

THE SECURED PARTY (MORTGAGEE) DESIRES THIS FIXTURE FILING TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE DESCRIBED HEREIN.

PREPARED BY, RECORDING REQUESTED BY, AND WHEN RECORDED MAIL TO:

Hunton Andrews Kurth LLP
2200 Pennsylvania Ave NW
Washington, DC 20037-1701
Attention: Ellis M. Butler, Esq.
File #71160/20

FIRST LIEN FEE AND LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (MASSACHUSETTS)

THIS FIRST LIEN FEE AND LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (MASSACHUSETTS) (this "***Mortgage***") is dated as of _____, 2018 by and from **MILLENNIUM POWER PARTNERS, L.P.**, a Delaware limited partnership ("***Mortgagor***"), whose address is 10 Sherwood Lane, Charlton, MA 01507, to **CLMG CORP.**, as first lien collateral agent (in such capacity, "***Agent***") for the First Lien Secured Parties as defined in the Intercreditor Agreement (defined below) (collectively, the "***Secured Parties***"), having an address at 7195 Dallas Parkway, Plano, TX 75024 (Agent, together with its successors and assigns, "***Mortgagee***").

PRELIMINARY STATEMENT

WHEREAS, Mortgagor is a debtor in a pending case under chapter 11 of the Bankruptcy Code, jointly administered with the corresponding case of New MACH Gen, LLC (the "***Borrower***") and certain of its Subsidiaries, including Mortgagor (such cases together, the "***Chapter 11 Cases***"), in the United States Bankruptcy Court for the District of Delaware (the "***Bankruptcy Court***");

WHEREAS, the Borrower and Beal Bank USA are co-proponents of a prepackaged plan of reorganization of the Borrower and such Subsidiaries (the "***Plan of Reorganization***"), which Plan of Reorganization has been confirmed by the Bankruptcy Court by order dated _____, 2018;

WHEREAS, in order to satisfy certain conditions to effectiveness and consummation of the Plan of Reorganization, the Borrower and certain of its Subsidiaries (including Mortgagor) as Guarantors have entered into that certain Exit First Lien Credit and Guaranty Agreement, dated as of [_____], 2018 (as Amended and Refinanced, the "***First Lien Credit Agreement***"), with the First Lien Administrative Agent, the First Lien Collateral Agent and the banks, financial institutions and other institutional lenders party thereto from time to time;

WHEREAS, the Borrower and the Guarantors (including Mortgagor) may from time to time after the date hereof incur additional Debt pursuant to other Loan Documents (defined below), which, to the extent permitted under the First Lien Credit Agreement and the Intercreditor Agreement, may be secured by Liens on the Collateral for the benefit of the Secured Parties; and

WHEREAS, the parties hereto desire that this Mortgage secure all outstanding principal indebtedness now or hereafter owed to the Secured Parties pursuant to the First Lien Credit Agreement and other Loan Documents (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment of the Indebtedness and performance of the Obligations (as each such term is defined below), Mortgagor, for the benefit of Mortgagee, hereby agrees to the terms and provisions as set forth herein.

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions. All capitalized terms used herein without definition shall have the respective meanings ascribed to them in that certain Collateral Agency and Intercreditor Agreement dated as of [_____], 2018, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time (the "***Intercreditor Agreement***") among the Borrower, the Guarantors identified therein, Agent, and the other parties identified therein. As used herein, the following terms shall have the following meanings:

(a) "***Collateral Documents***": The First Lien Collateral Documents as defined in the Intercreditor Agreement.

(b) "***Event of Default***": A First Lien Event of Default as defined in the Intercreditor Agreement.

(c) "***Indebtedness***": All payment obligations of every nature of Mortgagor from time to time owed to any Secured Party or any of their respective Affiliates now or hereafter existing under the Loan Documents, whether direct or indirect, absolute or contingent and whether for principal, interest (including interest which, but for the filing of a petition in bankruptcy with respect to Mortgagor, would have accrued on any such obligation, whether or not a claim is allowed against Mortgagor for such interest in the related bankruptcy proceeding), reimbursement of amounts, if any, drawn under Letters of Credit, Ordinary Course Settlement Payments or Termination Payments under First Lien Commodity Hedge and Power Sale Agreements, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise, in each case, other than as set forth in Section 8.01(b) of the First Lien Credit Agreement or the corresponding provisions contained in any related Commodity Hedge Guaranty. The Loan Documents contain a revolving credit facility which permits Borrower to borrow certain principal amounts, repay all or a portion of such principal amounts, and reborrow the amounts previously paid to the Secured Parties, all upon satisfaction of certain conditions stated in such documents.

(d) "***Loan Documents***": means the First Lien Documents.

(e) "***Mortgaged Property***": (1) The fee interest in the real property described in Exhibit A attached hereto and incorporated herein by this reference, and the leasehold interest in real property created by the Subject Lease (defined below), together with all rights and interests of Mortgagor in and to the Subject Lease and any greater estate therein as hereafter may be acquired by Mortgagor (collectively, the "***Land***"); (2) all of Mortgagor's right, title and interest now or hereafter acquired in and to all improvements now owned or hereafter acquired by Mortgagor, now or at any time situated, placed or constructed upon the Land (the "***Improvements***"; the Land and Improvements are collectively referred to as the "***Premises***");

(3) all fixtures (within the meaning provided in the UCC, defined below), and all appurtenances and additions thereto and substitutions or replacements thereof in which Mortgagor has an interest which are now or hereafter attached to the Premises, including, without limitation, all cribhouses, pump bays, stop logs, traveling water screens, water pumps and motor drives, drain pumps and motor drives, valves, expansion joints, cranes, screen wash pumps, pipe branches, settling basins, clarifiers, storage basins, piping, tanks, fire pumps and motor drives, hydrants, fire loop supply mains, pump houses, head tanks, domestic water pumps and motor drives, foam systems, filters, suction pumps and motor drives, forwarding pumps and motor drives, septic tanks, industrial water effluent piping systems, oil transfer systems, disconnect switches, grounding, line traps, coupling capacitor potential devices, switchyard buses, circuit breakers, steel towers, transformers, cables, lighting arrestors, relay and control panels, telephone systems, carrier signal systems, microwave systems, desuperheating stations, heaters, condensate collection systems, auxiliary boilers, condensers, steam turbines, generators, non-condensable gas extraction systems, abatement plants and cooling towers (the "***Fixtures***"); (4) all goods, accounts, inventory, general intangibles, instruments, documents, contract rights and chattel paper, including all such items as defined in the UCC, now owned or hereafter acquired by Mortgagor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Premises (the "***Personalty***"), (5) all reserves, escrows or impounds required under the Loan Documents and all Pledged Accounts (as defined in the Security Agreement) maintained by Mortgagor with respect to the Mortgaged Property (the "***Deposit Accounts***"); (6) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person other than Mortgagor a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (the "***Leases***"); (7) all of the rents, revenues, royalties, income, proceeds, profits, accounts receivable, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property, in each case, subject to the right, power and authority hereinafter given to Mortgagor to collect and apply the same to the extent provided in Article 5 (the "***Rents***"); (8) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (the "***Property Agreements***"); (9) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing; (10) all property tax refunds payable with respect to the Mortgaged Property (the "***Tax Refunds***"); (11) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the "***Proceeds***"); (12) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor (the "***Insurance***"); and (13) all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to any condemnation or other taking (or any purchase in lieu thereof) of all or any portion of the Land, Improvements, Fixtures or Personalty (the "***Condemnation Awards***"). As used in this Mortgage, the term "***Mortgaged Property***" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

(f) "***Obligations***": All of the agreements, covenants, conditions, warranties, representations and other obligations (including, without limitation, the obligation to repay the Indebtedness) of Mortgagor under this Mortgage.

(g) "***Permitted Liens***": Those Liens, if any, permitted to encumber the Mortgaged Property under the terms of the Loan Documents, including, without limitation, those permitted under the First Lien Credit Agreement.

(h) "***Secured Parties***": The First Lien Secured Parties.

(i) "***Security Agreement***": That certain First Lien Security Agreement, dated as of [_____], 2018, by and from the Borrower, the Mortgagor and the other grantors referred to therein to Agent on behalf of the Secured Parties, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time.

(j) "***Subject Lease***": Shall have the meaning set forth on Exhibit B attached hereto.

(k) "***UCC***": The Uniform Commercial Code of Massachusetts or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than Massachusetts, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

ARTICLE 2
GRANT

Section 2.1 Grant. To secure the full and timely payment of the Indebtedness and the full and timely performance of the Obligations, Mortgagor MORTGAGES, GRANTS, BARGAINS, ASSIGNS, SELLS, CONVEYS and CONFIRMS, to Mortgagee, WITH MORTGAGE COVENANTS, the Mortgaged Property, subject, however, only to the matters that are set forth on Exhibit C attached hereto (the "***Permitted Encumbrances***") and to Permitted Liens TO HAVE AND TO HOLD the Mortgaged Property, WITH THE STATUTORY POWER OF SALE, and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Mortgagee, subject to Permitted Liens and Permitted Encumbrances.

ARTICLE 3
WARRANTIES, REPRESENTATIONS AND COVENANTS

Without limitation of the MORTGAGE COVENANTS incorporated hereinabove by reference, Mortgagor warrants, represents and covenants to Mortgagee as follows:

Section 3.1 Title to Mortgaged Property and Lien of this Instrument. Mortgagor owns the Mortgaged Property free and clear of any liens, claims or interests, except the Permitted Encumbrances and the Permitted Liens. This Mortgage creates valid, enforceable first priority liens and security interests against the Mortgaged Property.

Section 3.2 Lien Status. Mortgagor shall preserve and protect the first lien and security interest priority of this Mortgage and the other Collateral Documents. If any lien or security interest other than a Permitted Encumbrance or a Permitted Lien is asserted against the Mortgaged Property, Mortgagor shall promptly, and at its expense, (a) give Mortgagee a detailed written notice of such lien or security interest (including origin, amount and other terms), and (b) pay the underlying claim in full or take such other action so as to cause it to be released or contest the same in compliance with the requirements of the Loan Documents (including the requirement of providing a bond or other security satisfactory to Mortgagee).

Section 3.3 Payment and Performance. Mortgagor shall pay the Indebtedness when due under the Loan Documents and shall perform the Obligations in full when they are required to be performed.

Section 3.4 Replacement of Fixtures and Personalty. Mortgagor shall not, without the prior written consent of Mortgagee, permit any of the Fixtures or Personalty owned or leased by Mortgagor to be removed at any time from the Land or Improvements, unless the removed item is removed temporarily for maintenance, repair or replacement, or the removal of the same is not prohibited by the Loan Documents.

Section 3.5 Inspection. Mortgagor shall permit Mortgagee and the other Secured Parties and their respective agents, representatives and employees, upon reasonable prior notice to Mortgagor and, with respect to the portion of the Mortgaged Property subject to the Subject Lease (the "***Leased Premises***"), in compliance with the Subject Lease, to inspect the Mortgaged Property and all books and records of Mortgagor located thereon, and to conduct such environmental and engineering studies as Mortgagee or the other Secured Parties may reasonably require, provided that such inspections and studies shall not materially interfere with the use and operation of the Mortgaged Property.

Section 3.6 Other Covenants. All of the covenants of Mortgagor in the Loan Documents are incorporated herein by reference and, together with covenants in this Article 3, shall be covenants running with the Land.

Section 3.7 Insurance; Condemnation Awards and Insurance Proceeds.

(a) Insurance. Mortgagor shall maintain or cause to be maintained insurance with respect to the Mortgaged Property in types, amounts and coverages (including the naming of Mortgagee as loss payee or additional insured, as applicable) and with insurers, satisfying the requirements of the First Lien Credit Agreement. In addition to the foregoing, if any portion of the Mortgaged Property is located in an area identified by the Federal Emergency Management Agency as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (or any amendment or successor act thereto), then Mortgagor shall maintain, or cause to be maintained, with a financially sound and reputable insurer, flood insurance in an amount sufficient to comply with all applicable rules and regulations promulgated pursuant to such Act.

(b) Condemnation Awards. Mortgagor assigns all Condemnation Awards to Mortgagee and authorizes Mortgagee to collect and receive such Condemnation Awards (to the

extent Mortgagor is entitled thereto under the Subject Lease to the extent any Condemnation Awards relate to the Leased Premises) and to give proper receipts and acquittances therefor, subject to the terms of the Loan Documents.

(c) Insurance Proceeds. Mortgagor assigns to Mortgagee all proceeds of any insurance policies insuring against loss or damage to the Mortgaged Property, to the extent not prohibited by the Subject Lease. Subject to the terms of the Loan Documents, Mortgagor authorizes Mortgagee to collect and receive such proceeds (to the extent Mortgagor is entitled thereto in the event such proceeds relate to the Leased Premises) and authorizes and directs the issuer of each of such insurance policies to make payment (to the extent Mortgagor is entitled thereto in the event such payments relate to the Leased Premises) for all such losses directly to Mortgagee, instead of to Mortgagor and Mortgagee jointly.

ARTICLE 4
LEASEHOLD MORTGAGE PROVISIONS

Section 4.1 Representations; Warranties; Covenants. Mortgagor hereby represents, warrants and covenants that:

(a) (1) Except as set forth in Exhibit B hereof, the Subject Lease is unmodified and in full force and effect, (2) all rent and other charges therein have been paid to the extent they are payable to the date hereof, (3) Mortgagor enjoys the quiet and peaceful possession of the Leased Premises, (4) to the best of its knowledge, Mortgagor is not in default under any of the terms thereof and there are no circumstances which, with the passage of time or the giving of notice or both, would constitute an event of default thereunder, (5) to the best of Mortgagor's knowledge, the lessor thereunder is not in default under any of the terms or provisions thereof on the part of the lessor to be observed or performed, and (6) Mortgagor has not previously subordinated its interest in the Mortgaged Property to the lien or interests of any mortgagee of the lessor's fee interest in the Premises;

(b) Mortgagor shall promptly pay, when due and payable, the rent and other charges payable pursuant to the Subject Lease, and will timely perform and observe all of the other terms, covenants and conditions required to be performed and observed by Mortgagor as lessee under the Subject Lease;

(c) Mortgagor shall notify Mortgagee in writing of any default by Mortgagor in the performance or observance of any terms, covenants or conditions on the part of Mortgagor to be performed or observed under the Subject Lease within three (3) days after Mortgagor obtains knowledge of such default;

(d) Mortgagor shall, immediately upon receipt thereof, deliver a copy of each notice given to Mortgagor by the lessor pursuant to the Subject Lease and promptly notify Mortgagee in writing of any default by the lessor in the performance or observance of any of the terms, covenants or conditions on the part of the lessor to be performed or observed thereunder;

(e) Except as permitted in the Loan Documents or required under the terms of the Subject Lease, Mortgagor shall not, without the prior written consent of Mortgagee (which may be granted or withheld in Mortgagee's sole and absolute discretion) terminate, modify or

surrender the Subject Lease in any material way, and any such attempted termination, modification or surrender without Mortgagee's written consent shall be void;

(f) Mortgagor shall, within twenty (20) days after written request from Mortgagee, use its best efforts to obtain from the lessor and deliver to Mortgagee a certificate setting forth the name of the tenant under the Subject Lease and stating that the Subject Lease is in full force and effect, is unmodified or, if the Subject Lease has been modified, the date of each modification (together with copies of each such modification), that no notice of termination thereof has been served on Mortgagor, stating that no default or event which with notice or lapse of time (or both) would become a default is existing under the Subject Lease (or if any such default or event is existing, specifying the nature of such default or event), stating the date to which rent has been paid, and containing such other statements and representations as may be requested by Mortgagee; and

(g) Mortgagor shall not at any time subordinate its interest in the Mortgaged Property or any portion thereof to the lien or interests of any mortgagee of the lessor's fee interest in the Leased Premises.

Section 4.2 No Merger. So long as any of the Indebtedness or the Obligations remain unpaid or unperformed, the fee title to and the leasehold estate in the Leased Premises shall not merge but shall always be kept separate and distinct notwithstanding the union of such estates in the lessor or Mortgagor, or in a third party, by purchase or otherwise. If Mortgagor acquires the fee title or any other estate, title or interest in the Leased Premises, or any part thereof, the lien of this Mortgage shall attach to, cover and be a lien upon such acquired estate, title or interest and the same shall thereupon be and become a part of the Mortgaged Property with the same force and effect as if specifically encumbered herein. Mortgagor agrees to execute all instruments and documents that Mortgagee may reasonably require to ratify, confirm and further evidence the lien of this Mortgage on the acquired estate, title or interest. Furthermore, Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact to execute and deliver, following an Event of Default, all such instruments and documents in the name and on behalf of Mortgagor. This power, being coupled with an interest, shall be irrevocable as long as any portion of the Indebtedness remains unpaid.

Section 4.3 Mortgagee as Lessee. If the Subject Lease shall be terminated prior to the natural expiration of its term due to default by Mortgagor or any tenant thereunder, and if, pursuant to the provisions of the Subject Lease, Mortgagee or its designee shall acquire from the lessor a new lease of the Leased Premises, Mortgagor shall have no right, title or interest in or to such new lease or the leasehold estate created thereby, or renewal privileges therein contained.

Section 4.4 No Assignment. Notwithstanding anything to the contrary contained herein, this Mortgage shall not constitute an assignment of the Subject Lease within the meaning of any provision thereof prohibiting its assignment and Mortgagee shall have no liability or obligation thereunder by reason of its acceptance of this Mortgage. Mortgagee shall be liable for the obligations of the tenant arising out of the Subject Lease for only that period of time for which Mortgagee is in possession of the premises demised thereunder or has acquired, by foreclosure or otherwise, and is holding all of Mortgagor's right, title and interest therein.

ARTICLE 5
DEFAULT AND FORECLOSURE

Section 5.1 Remedies. Upon the occurrence and during the continuance of an Event of Default, Mortgagee may, at Mortgagee's election, exercise any or all of the following rights, remedies and recourses:

(a) Acceleration. Subject to any provisions of the Loan Documents providing for the automatic acceleration of the Indebtedness upon the occurrence of certain Events of Default, declare the Indebtedness to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

(b) Entry on Mortgaged Property. Subject to applicable law and, with respect to the Leased Premises, the terms of the Subject Lease, enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon. If Mortgagor remains in possession of the Mortgaged Property following the occurrence and during the continuance of an Event of Default and without Mortgagee's prior written consent, subject to applicable law, and, with respect to the Leased Premises, the terms of the Subject Lease, Mortgagee may invoke any legal remedies to dispossess Mortgagor.

(c) Operation of Mortgaged Property. Hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Mortgagee may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Mortgagee deems necessary or desirable), and apply all Rents and other amounts collected by Mortgagee in connection therewith in accordance with the provisions of Section 5.7 and, with respect to the Leased Premises, the terms of the Subject Lease.

(d) Foreclosure and Sale. Institute proceedings for the complete foreclosure of this Mortgage by judicial action or by power of sale, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels as Mortgagee may determine, subject to applicable law and, with respect to the Leased Premises, the terms of the Subject Lease. With respect to any notices required or permitted under the UCC, Mortgagor agrees that ten (10) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings, power of sale, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against all other Persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor. Mortgagee or any of the other Secured Parties may be a purchaser at such sale. If Mortgagee or such other Secured Party is the highest bidder, Mortgagee or such other Secured Party may credit the portion of the purchase price that would be distributed to Mortgagee or such other Secured Party against the Indebtedness in lieu of

paying cash. In the event this Mortgage is foreclosed by judicial action, appraisement of the Mortgaged Property is waived.

(e) Receiver. Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Mortgagor or regard to the adequacy of the Mortgaged Property for the repayment of the Indebtedness, the appointment of a receiver of the Mortgaged Property, and Mortgagor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and, with respect to the Leased Premises, in a manner consistent with the Subject Lease, and shall apply such Rents in accordance with the provisions of Section 5.7.

(f) Statutory Power of Sale. Exercise the Statutory Power of Sale.

(g) Other. Exercise all other rights, remedies and recourses granted under the Loan Documents or otherwise available at law or in equity, subject, in the case of any such exercise in respect of the Leased Premises, to the terms of the Subject Lease.

Section 5.2 Separate Sales. The Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee in its sole discretion may elect, subject to, in the case of the Leased Premises, the terms of the Subject Lease. The right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

Section 5.3 Remedies Cumulative, Concurrent and Nonexclusive. Mortgagee and the other Secured Parties shall have all rights, remedies and recourses granted in the Loan Documents and available at law or equity (including the UCC), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor or others obligated under the Loan Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee or such other Secured Party, as the case may be, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee or any other Secured Party in the enforcement of any rights, remedies or recourses under the Loan Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

Section 5.4 Release of and Resort to Collateral. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by the Loan Documents or their priority with respect to the Mortgaged Property. For payment of the Indebtedness, Mortgagee may resort to any other security in such order and manner as Mortgagee may elect.

Section 5.5 Waiver of Redemption, Notice and Marshalling of Assets. To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and

releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of any election by Mortgagee to exercise or the actual exercise of any right, remedy or recourse provided for under the Loan Documents, and (c) any right to a marshalling of assets or a sale in inverse order of alienation.

Section 5.6 Discontinuance of Proceedings. If Mortgagee or any other Secured Party shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee or such other Secured Party, as the case may be, shall have the unqualified right to do so and, in such an event, Mortgagor, Mortgagee and the other Secured Parties shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Loan Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee and the other Secured Parties shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Mortgagee or any other Secured Party thereafter to exercise any right, remedy or recourse under the Loan Documents for such Event of Default.

Section 5.7 Application of Proceeds. The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, shall be applied by Mortgagee (or the receiver, if one is appointed) in the order prescribed by Section 4.1 of the Intercreditor Agreement, unless otherwise required by applicable law.

Section 5.8 Occupancy After Foreclosure. Any sale of the Mortgaged Property or any part thereof in accordance with Section 5.1(d) will divest all right, title and interest of Mortgagor in and to the property sold, subject, in the case of the Leased Premises, to the terms of the Subject Lease. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Mortgagor retains possession of such property or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser, and will, if Mortgagor remains in possession after demand to remove, be subject to eviction and removal, forcible or otherwise, with or without process of law.

Section 5.9 Additional Advances and Disbursements; Costs of Enforcement.

(a) Upon the occurrence and during the continuance of any Event of Default, Mortgagee and each of the other Secured Parties shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Mortgagor. All sums advanced and expenses incurred at any time by Mortgagee or any other Secured Party under this Section 5.9, or otherwise under this Mortgage or any of the other Loan Documents or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the highest rate at which interest is then computed on any portion of the Indebtedness, and all such sums, together with interest thereon, shall be secured by this Mortgage.

(b) Mortgagor shall pay all expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Mortgage and the other Loan Documents, or the enforcement, compromise or settlement of the Indebtedness or any claim under this Mortgage and the other Loan Documents, and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee in respect thereof, by litigation or otherwise.

Section 5.10 No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Article 5, the assignment of the Rents and Leases under Article 6, the security interests under Article 7, nor any other remedies afforded to Mortgagee under the Loan Documents, at law or in equity shall cause Mortgagee or any other Secured Party to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee or any other Secured Party to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

ARTICLE 6
ASSIGNMENT OF RENTS AND LEASES

Section 6.1 Assignment. In furtherance of and in addition to the assignment made by Mortgagor in Section 2.1 of this Mortgage, Mortgagor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Mortgagee all of its right, title and interest in and to all Leases, whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing, Mortgagor shall have a revocable license from Mortgagee to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Obligations or solvency of Mortgagor, the license herein granted shall automatically expire and terminate, without notice to Mortgagor by Mortgagee (any such notice being hereby expressly waived by Mortgagor to the extent permitted by applicable law).

Section 6.2 Perfection Upon Recordation. Mortgagor acknowledges that Mortgagee has taken all actions necessary to obtain, and that upon recordation of this Mortgage Mortgagee shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases. Mortgagor acknowledges and agrees that upon recordation of this Mortgage, Mortgagee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and to the extent permitted under applicable law, all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "***Bankruptcy Code***"), without the necessity of commencing a foreclosure action with respect to this Mortgage, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

Section 6.3 Bankruptcy Provisions. Without limitation of the absolute nature of the assignment of the Rents hereunder, Mortgagor and Mortgagee agree that (a) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Mortgage extends to property of Mortgagor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

Section 6.4 No Merger of Estates. So long as part of the Indebtedness and the Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Mortgagor, Mortgagee, any tenant or any third party by purchase or otherwise.

ARTICLE 7
SECURITY AGREEMENT

Section 7.1 Security Interest. This Mortgage constitutes a "security agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards. To this end, Mortgagor grants to Mortgagee a first and prior security interest in the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and all other Mortgaged Property which is personal property to secure the payment of the Indebtedness and performance of the Obligations, and agrees that Mortgagee shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards sent to Mortgagor at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Mortgagor. In the event of any conflict or inconsistency between the terms of this Mortgage and the terms of the Security Agreement with respect to the collateral covered both therein and herein, the Security Agreement shall control and govern to the extent of any such conflict or inconsistency.

Section 7.2 Financing Statements. Mortgagor shall prepare and deliver to Mortgagee such financing statements, and shall execute and deliver to Mortgagee such other documents, instruments and further assurances, in each case in form and substance satisfactory to Mortgagee, as Mortgagee may, from time to time, reasonably consider necessary to create, perfect and preserve Mortgagee's security interest hereunder. Mortgagor hereby irrevocably authorizes Mortgagee to cause financing statements (and amendments thereto and continuations thereof) and any such documents, instruments and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Mortgagor represents and warrants to Mortgagee that Mortgagor's jurisdiction of organization is the State of Delaware. After the date of this Mortgage, Mortgagor shall not change its name, type of organization, organizational identification number (if any), jurisdiction of organization or location (within the meaning of the UCC) without giving at least thirty (30) days' prior written notice to Mortgagee.

Section 7.3 Fixture Filing. This Mortgage shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. The information provided in this Section 7.3 is provided so that this Mortgage shall comply with the requirements of the UCC for a mortgage instrument to be filed as a financing statement. Mortgagor is the "Debtor" and its name and mailing address are set forth in the preamble of this Mortgage immediately preceding Article 1. Mortgagee is the "Secured Party" and its name and mailing address from which information concerning the security interest granted herein may be obtained are also set forth in the preamble of this Mortgage immediately preceding Article 1. A statement describing the portion of the Mortgaged Property comprising the fixtures hereby secured is set forth in Section 1.1(e)(3) of this Mortgage. Mortgagor represents and warrants to Mortgagee that Mortgagor is the record owner of the Mortgaged Property, the employer identification number of Mortgagor is 52-1756688 and Mortgagor has no organizational identification number.

ARTICLE 8
MISCELLANEOUS

Section 8.1 Notices. Any notice required or permitted to be given to Mortgagor or Mortgagee under this Mortgage shall be given in accordance with Section 9.9 of the Intercreditor Agreement.

Section 8.2 Covenants Running with the Land. All Obligations contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Land. As used herein, "Mortgagor" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property. All Persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Loan Documents; *provided, however,* that no such party shall be entitled to any rights thereunder without the prior written consent of Mortgagee.

Section 8.3 Attorney-in-Fact. Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, with full authority in the place and stead of Mortgagor and in the name of Mortgagor or otherwise, following the occurrence and during the continuance of any Event of Default, in Mortgagor's discretion, (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within ten (10) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare and file or record financing statements and continuation statements, and to prepare, execute and file or record applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the Mortgaged Property, and (d) to perform any obligation of Mortgagor hereunder; *provided, however*, that (1) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (2) any sums advanced by Mortgagee in

such performance shall be added to and included in the Indebtedness and shall bear interest at the highest rate at which interest is then computed on any portion of the Indebtedness; (3) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (4) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section 8.3.

Section 8.4 Successors and Assigns. This Mortgage shall be binding upon and inure to the benefit of Mortgagee, the other Secured Parties and Mortgagor and their respective successors and assigns. Mortgagor shall not, without the prior written consent of Mortgagee, assign any rights, duties or obligations hereunder.

Section 8.5 No Waiver. Any failure by Mortgagee or the other Secured Parties to insist upon strict performance of any of the terms, provisions or conditions of the Loan Documents shall not be deemed to be a waiver of same, and Mortgagee and the other Secured Parties shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

Section 8.6 Release or Reconveyance. Upon payment in full of the Indebtedness and performance in full of the Obligations or upon a sale or other disposition of the Mortgaged Property permitted by the Loan Documents, Mortgagee, at Mortgagor's request and expense, shall release the liens and security interests created by this Mortgage or reconvey the Mortgaged Property to Mortgagor.

Section 8.7 Waiver of Stay, Moratorium and Similar Rights. Mortgagor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Mortgage or the Indebtedness or Obligations secured hereby, or any agreement between Mortgagor and Mortgagee or any rights or remedies of Mortgagee or any other Secured Party.

Section 8.8 Applicable Law. The provisions of this Mortgage shall be governed by and construed under the laws of the Commonwealth of Massachusetts.

Section 8.9 Headings. The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

Section 8.10 Severability. If any provision of this Mortgage shall be held by any court of competent jurisdiction to be unlawful, void or unenforceable for any reason, such provision shall be deemed severable from and shall in no way affect the enforceability and validity of the remaining provisions of this Mortgage.

Section 8.11 Entire Agreement. This Mortgage and the other Financing Documents embody the entire agreement and understanding between Mortgagor and Mortgagee relating to the subject matter hereof and thereof and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, this Mortgage and the Financing Documents may not be contradicted by evidence of prior,

contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 8.12 Mortgagee as Agent; Successor Agents.

(a) Agent has been appointed to act as Agent hereunder by the other Secured Parties. Agent shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of the Mortgaged Property) in accordance with the terms of the Intercreditor Agreement and this Mortgage. Mortgagor and all other Persons shall be entitled to rely on releases, waivers, consents, approvals, notifications and other acts of Agent, without inquiry into the existence of required consents or approvals of the Secured Parties therefor.

(b) Mortgagee shall at all times be the same Person that is Agent under the Intercreditor Agreement. Written notice of resignation by Agent pursuant to the Intercreditor Agreement shall also constitute notice of resignation as Agent under this Mortgage. Removal of Agent pursuant to any provision of the Intercreditor Agreement shall also constitute removal as Agent under this Mortgage. Appointment of a successor Agent pursuant to the Intercreditor Agreement shall also constitute appointment of a successor Agent under this Mortgage. Upon the acceptance of any appointment as Agent by a successor Agent under the Intercreditor Agreement, that successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Agent as the Mortgagee under this Mortgage, and the retiring or removed Agent shall promptly (i) assign and transfer to such successor Agent all of its right, title and interest in and to this Mortgage and the Mortgaged Property, and (ii) execute and deliver to such successor Agent such assignments and amendments and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Agent of the liens and security interests created hereunder, whereupon such retiring or removed Agent shall be discharged from its duties and obligations under this Mortgage. After any retiring or removed Agent's resignation or removal hereunder as Agent, the provisions of this Mortgage and the Intercreditor Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Mortgage while it was Agent hereunder.

Section 8.13 Credit Line Mortgage. This Mortgage secures the Indebtedness under the First Lien Credit Agreement that reflects the fact that the parties reasonably contemplate entering into one or more advances, repayments and readvances.

ARTICLE 9
LOCAL LAW PROVISIONS

Section 9.1 Inconsistencies. In the event of any inconsistencies between the terms and conditions of this Article 9 and the other provisions of this Mortgage, the terms and conditions of this Article 9 shall control and be binding.

Section 9.2 Statutory Condition; Statutory Power of Sale. This Mortgage is upon the STATUTORY CONDITION and the condition that all covenants and agreements of

Mortgagor contained in this Mortgage and the other Loan Documents shall be kept and fully performed, and upon any breach of the same which continues beyond all applicable notice and grace periods, Mortgagee shall have the STATUTORY POWER OF SALE.

Section 9.3 Usury Savings Clause. This Mortgage and the other Loan Documents are subject to the express condition that at no time shall Mortgagor be obligated or required to pay interest on the principal balance of the Indebtedness at a rate that could subject the holder thereof to either civil or criminal liability as a result of being in excess of the highest lawful rate permitted under the usury laws of the Commonwealth of Massachusetts to be charged to Mortgagor (the "***Maximum Rate***"). If by the terms of this Mortgage or any of the other Loan Documents Mortgagor is at any time required or obligated to pay interest on the principal balance due in respect of the Indebtedness at a rate in excess of such Maximum Rate, the rate of interest shall be deemed to be immediately reduced to such Maximum Rate and the interest payable shall be computed at such Maximum Rate and all prior interest payments in excess of such Maximum Rate shall be deemed to have been the result of a mistake on the part of both Mortgagor and Mortgagee and Mortgagee shall promptly credit such excess (to the extent only of such interest payments in excess of the Maximum Rate) against the unpaid principal amount of the Indebtedness to which such excess may lawfully be credited, and any portion of such excess payments not capable of being so credited shall be refunded to Mortgagor.

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IN WITNESS WHEREOF, Mortgagor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED as a sealed instrument by authority duly given.

MORTGAGOR: **MILLENNIUM POWER PARTNERS, L.P.**,

By:_____
Name:
Title:

STATE OF _____)
) ss.:
COUNTY OF _____)

_____, 2018

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was_____ (state form of identification or state that the signer is personally known to the notary), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

_____
Notary Public
My commission expires:

EXHIBIT A

LEGAL DESCRIPTION

PARCEL ONE:

That certain parcel of land in Charlton, Worcester County, Massachusetts situated on Southbridge Road and Sherwood Lane, shown as Parcel A on a plan entitled" Definitive Subdivision Plan in Charlton, Massachusetts", prepared for Millennium Power Partners, L.P., dated April 10, 1998, last revised June 12, 1998, recorded with the Worcester District Registry of Deeds in Plan Book 729, Plan 108 (the "1998 Plan"), which parcel is the same as those four parcels of land being shown as Parcels 1, 2, 3 and 4 on a plan entitled "Plan Showing Land in Charlton, Massachusetts, prepared for U.S. Generating Company", dated March 24, 1997 and recorded in Plan Book 720, Plan 87 (the "1997 Plan"). Parcel A is bounded and described as follows:

Parcel A:

That certain parcel of land in Charlton, Worcester County, Massachusetts situated on Southbridge Road and Sherwood Lane shown as Parcel A on the 1998 Plan and being more particularly bounded and described as follows:

Beginning at an iron pin at the northwesterly corner of Sherwood Lane, being the southeast corner of the parcel described,

THENCE South 74 degrees 21 minutes 30 seconds West 225.79 feet to an iron pin;

THENCE South 79 degrees 27 minutes 29 seconds West 292.30 feet to an iron pin;

THENCE North 10 degrees 32 minutes 31 seconds West 20.00 feet to a point;

THENCE South 88 degrees 27 minutes 17 seconds West 1364.88 feet to an iron pin, the preceding four courses being bounded by land now or formerly of Incom, Inc.;

THENCE North 23 degrees 08 minutes 13 seconds East 607.10 feet by land now or formerly of Investors Fund Trust, Evans, Daoust, and Carlson to a point;

THENCE North 25 degrees 03 minutes 13 seconds East 123.00 feet by land now or formerly of Paradis, to an iron pin;

THENCE North 28 degrees 03 minutes 19 seconds East by lands now or formerly of Paradis, Bergstrom, Metras, and Shaevel, Trustee, 464.44 feet to a point;

THENCE South 70 degrees 23 minutes 18 seconds East 6.07 feet to a point;

THENCE North 22 degrees 03 minutes 57 seconds East 72.62 feet to a point;

THENCE North 29 degrees 02 minutes 11 seconds East 543.74 feet to an iron pin, the preceding three courses being by land now or formerly of Shaevel, Trustee;

THENCE North 03 degrees 20 minutes 28 seconds West 215.27 feet to a drill hole;

THENCE North 00 degrees 23 minutes 30 seconds West 176.85 feet to an iron pin;

THENCE North 58 degrees 52 minutes 02 seconds West 89.46 feet to a drill hole;

THENCE North 69 degrees 45 minutes 22 seconds West 37.61 feet to an iron pin, the preceding four courses being bounded by land now or formerly of Investors Fund Trust;

THENCE North 13 degrees 56 minutes 11 seconds East 118.70 feet by land of Solde, to a point;

THENCE North 78 degrees 28 minutes 11 seconds East 1099.97 feet to a point;

THENCE North 05 degrees 50 minutes 35 seconds East 539.32 feet to an iron pin;

THENCE North 24 degrees 24 minutes 31 seconds West 701.43 feet to a point at land now or formerly of DiPietro, the last three courses being bounded by Parcel B;

THENCE North 69 degrees 46 minutes 27 seconds East 317.33 feet to an iron pin, the preceding two courses being bounded by land now or formerly of DiPietro;

THENCE South 07 degrees 40 minutes 34 seconds West 263.13 feet to an iron pin;

THENCE North 56 degrees 33 minutes 37 seconds East 132.89 feet to a drill hole;

THENCE North 66 degrees 53 minutes 30 seconds East 60.59 feet to a drill hole;

THENCE North 74 degrees 10 minutes 53 seconds East 87.76 feet to a drill hole;

THENCE South 71 degrees 21 minutes 14 seconds East 262.36 feet to a drill hole;

THENCE South 43 degrees 59 minutes 42 seconds East 120.29 feet to a drill hole, the preceding six courses being bounded by land now or formerly of Heirs of Phillips, Jr.;

THENCE South 09 degrees 46 minutes 31 seconds West 25.00 feet to a point;

THENCE South 36 degrees 26 minutes 30 seconds East 303.67 feet to an iron pin, the preceding two courses being bounded by land now or formerly of Schatzer et al.;

THENCE South 27 degrees 39 minutes 30 seconds West 350.81 feet to an iron pin, by land now or formerly of Krasowsky;

THENCE South 27 degrees 39 minutes 30 seconds West 80.00 feet to the centerline of Cady Brook;

THENCE Southwesterly by the center line of Cady Brook 583 feet, more or less;

THENCE North 68 degrees 44 minutes 13 seconds East 34 feet more or less;

THENCE North 73 degrees 56 minutes 08 seconds East 100.50 feet to an iron pin, the preceding two courses being bounded by land now or formerly of Schatzer et al.;

THENCE South 18 degrees 30 minutes 08 seconds West 133.65 feet to an iron pin;

THENCE South 22 degrees 23 minutes 48 seconds East 181.80 feet;

THENCE South 61 degrees 59 minutes 01 seconds East 160.21 feet to an iron pin on the westerly line of Southbridge Road, the preceding three courses being bounded by land now or formerly of Harrington et al.;

THENCE South 11 degrees 03 minutes 57 seconds West 336.73 feet by Southbridge Road to a point;

THENCE South 40 degrees 08 minutes 51 seconds West 32.85 feet to an iron pin;

THENCE South 82 degrees 08 minutes 51 seconds West 50.13 feet to an iron pin;

THENCE South 06 degrees 00 minutes 53 seconds West 80.85 feet to a point;

THENCE South 83 degrees 59 minutes 26 seconds East 56.49 feet to a point in the westerly line of Southbridge Road, the preceding four courses being bounded by land now or formerly of the Town of Charlton;

THENCE South 11 degrees 03 minutes 57 seconds West 216.89 feet to a Massachusetts Highway Bound;

THENCE by a curve to the right with a radius of 4660.00 feet a distance of 361.68 feet to the point of beginning, the preceding two courses being bounded by Southbridge Road;

THENCE South 71 degrees 50 minutes 42 seconds West 452.36 feet, bounded by land now or formerly of Charlton Baptist Church to a point;

THENCE South 08 degrees 34 minutes 42 seconds West 549.92 feet to a point at the northwesterly corner of Sherwood Lane and the Point of Beginning.

Together with the right to use Sherwood Lane as shown on said plan as set forth in deeds from Incom, Inc. and Rudolph R. Leduc to Millennium Power Partners, L.P. dated April 27, 1998 and recorded on April 28, 1998 as Instrument No.55588, at Book 19877, Page 65, and Instrument No. 55600, at Book 19877, Page 81, respectively.

Together with that permanent slope easement as set forth in Grant of Easement from Incom Inc., to Millennium Power Partners, L.P. dated November 20, 1998 and recorded December 15, 1998 in Book 20795, Page 392.

Together with the easement reserved in a deed from Millennium Power Partners, L.P. to the Town of Charlton, dated May 12, 2008, recorded May 13, 2008 at Book 42827, Page 109.

PARCEL TWO:

The land in Charlton situated on the Westerly side of Southbridge Road, shown as Parcel B-2 on a plan entitled “Plan of Land in Charlton, Massachusetts, Surveyed for George Bonneau,” dated November 25, 1980, by Robert F. Para, Land Surveyor, Southbridge, Massachusetts and recorded at Worcester Registry of Deeds in Plan Book 482, Plan 35, and being more particularly bounded and described as follows:

BEGINNING at an iron pipe at the Southeast corner of tract herein described on the Westerly side of the 1947 Massachusetts Highway alteration of Southbridge Road, Route 169, said pipe being one hundred fourteen and forty-nine hundredths (114.49) feet northerly of station 31+62.43;

THENCE North 81 degrees 17 seconds West along land of George A. Bonneau et ux, B-1 a distance of three hundred fifty-four and ninety-two hundredths (354.92) feet to an iron pipe in a stone wall;

THENCE North 8 degrees 33 minutes East along a stone wall and land of Rudolph Leduc, a distance of one hundred eleven and ninety-eight hundredths (111.98) feet to an iron pipe in a corner of walls;

THENCE North 71 degrees 58 minutes East along land of Arnold Goodwin et al, a distance of four hundred fifty-two and fifteen hundredths (452.15) feet to an iron pipe on the Westerly side of Southbridge Road;

THENCE running southerly along the westerly side of Southbridge Road, on a curve to the right, having a radius of four hundred sixty-six and no hundredths (466.00) feet and a length of three hundred nineteen and twenty-six hundredths (319.26) feet to the iron pipe at the point of beginning.

Containing an area of 1.82 acres, more or less.

PARCEL THREE:

Tract 1

Easement granted by Schott Fiber Optics, Inc. to Millennium Power Partners, L.P. in an instrument entitled "Water and Water Return Easement Agreement" dated February 25, 1998 and recorded in Book 19711, Page 191 as shown on a plan entitled "Plan Showing Proposed Water Pipeline Routing Through Schott Fiber Optics, Southbridge, Massachusetts", dated February 9,1998 prepared by Joseph J. Tauper and recorded in Plan Book 725, Plan 70, as affected by First Amendment to Water and Water Return Line Easement Agreement from Schott Fiber Optics, Inc. to Millennium Power Partners, L.P. dated as of February 19,1999 and recorded in Book 21140, Page 238, as shown on a plan entitled “Plan Showing Proposed Water Pipeline Routing Through Schott Fiber Optics, Southbridge, Massachusetts”, dated November 19, 1998 prepared by Tauper Land Survey and recorded in Plan Book 738, Plan 98.

Tract 2

Easement granted by Southbridge Associates Limited Partnership to Millennium Power Partners, L.P. in an instrument entitled "Water and Water Return Line Easement Agreement", dated as of January 29, 1999 and recorded February 17, 1999 in Book 21048, Page 28 as shown on a plan entitled "Plan Showing Proposed Water Pipeline Routing Through Southbridge Associates Limited Partnership, Southbridge, Massachusetts," dated November 9, 1998 prepared by Tauper Land Survey and recorded in Plan Book 737; Plan 119; as affected by First Amendment to Water and Water Return Line Easement Agreement from Southbridge Associates Limited Partnership to Millennium Power Partners, L.P., dated as of June 11, 1999 and recorded in Book 21536, Page 102 as shown on a plan entitled "Plan Showing Proposed Water Pipeline Routing, Southbridge Associates Limited Partnership, Southbridge, Massachusetts," dated April 9, 1999 prepared by Tauper Land Survey and recorded in Plan Book 742, Plan 120.

PARCEL FOUR: (Leasehold)

That certain parcel of land off Dresser Hill Road, in the Town of Southbridge, County of Worcester, Commonwealth of Massachusetts, being described in that certain Lease dated August 31, 1998 between the Town of Southbridge and Millennium Power Partners, L.P. as evidenced by a Notice of Lease between the same parties dated April 16, 1999 and recorded May 6, 1999 in Book 21354 page 26; and being shown as "Permanent Easement" on a plan entitled: "Plan Showing Proposed Water Pipeline Routing Town of Southbridge-Owner, Southbridge, Massachusetts, prepared for U. S. Generating Company, Millennium Power Project", dated April 12, 1999, by Tauper Land Survey, recorded with Worcester District Registry of Deeds at Plan Book 740, Plan 125.

EXHIBIT B

SUBJECT LEASE

The term "Subject Lease" shall mean the agreement of lease described in this Exhibit B. If more than one agreement of lease is described, the "Subject Lease" shall mean (a) each lease individually and (b) all such leases collectively.

That certain Lease dated August 31, 1998, pursuant to which Mortgagor leases all or a portion of the Land from The Town of Southbridge, Massachusetts, and with respect to which a Notice of Lease dated September 5, 1998 was recorded with the Registry of Deeds of Worcester County, Massachusetts on October 30, 1998, in Book 20601, Page 71, as amended and superseded by that certain Notice of Lease dated April 16, 1999, which was recorded with the County Clerk of Worcester County, Massachusetts on May 6, 1999, in Book 21354, Page 26.

EXHIBIT C

PERMITTED ENCUMBRANCES

Those exceptions from coverage set forth in [Schedule B, Part I] of that certain [Pro Forma] Loan Policy of Title Insurance No. [_____], dated [_____], 2018, issued to Mortgagee by Fidelity National Title Insurance Company with respect to insurance of the lien of this Mortgage.

FIRST LIEN MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (NEW YORK)

by and from

NEW ATHENS GENERATING COMPANY, LLC,

"*Mortgagor*"

to

CLMG CORP., in its capacity as Agent, "*Mortgagee*"

Dated as of _____, 2018

Location: **Athens Generating Project**
Athens, New York
County: **Greene**

THE MAXIMUM PRINCIPAL INDEBTEDNESS WHICH IS SECURED BY OR WHICH BY ANY CONTINGENCY MAY BE SECURED BY THIS MORTGAGE IS $[29,860.00].

THIS MORTGAGE DOES NOT ENCUMBER REAL PROPERTY PRINCIPALLY IMPROVED OR TO BE IMPROVED BY ONE OR MORE STRUCTURES CONTAINING IN THE AGGREGATE NOT MORE THAN SIX RESIDENTIAL DWELLING UNITS, EACH HAVING ITS OWN SEPARATE COOKING FACILITIES.

THE SECURED PARTY (MORTGAGEE) DESIRES THIS FIXTURE FILING TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE DESCRIBED HEREIN.

PREPARED BY, RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

Hunton Andrews Kurth LLP
2200 Pennsylvania Ave NW
Washington, DC 20037-1701
Attention: Ellis M. Butler, Esq.
File #71160/20

FIRST LIEN MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (NEW YORK)

THIS FIRST LIEN MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (NEW YORK) (this "***Mortgage***") is dated as of _____, 2018 by and from **NEW ATHENS GENERATING COMPANY, LLC**, a Delaware limited liability company ("***Mortgagor***"), whose address is 9300 US Highway 9W, Athens, NY 12015, to **CLMG CORP.,** as collateral agent (in such capacity, "***Agent***") for the First Lien Secured Parties as defined in the Intercreditor Agreement (defined below) (collectively, the "***Secured Parties***"), having an address at 7195 Dallas Parkway, Plano, TX 75024 (Agent, together with its successors and assigns, "***Mortgagee***").

ANYTHING CONTAINED HEREIN TO THE CONTRARY NOTWITHSTANDING, THE MAXIMUM AMOUNT OF PRINCIPAL DEBT OR PRINCIPAL OBLIGATION WHICH IS OR UNDER ANY CONTINGENCY MAY BE SECURED BY THIS MORTGAGE (INCLUDING MORTGAGOR'S OBLIGATION TO REPAY ADVANCES MADE BY THE SECURED PARTIES) AT THE DATE OF EXECUTION OR AT ANY TIME THEREAFTER IS [TWENTY NINE THOUSAND EIGHT HUNDRED SIXTY AND 00/100] DOLLARS ($[29,860.00]) (THE "*SECURED AMOUNT*"), TOGETHER WITH INTEREST THEREON AT THE RATE OR RATES SPECIFIED IN THE LOAN DOCUMENTS AND THE REPAYMENT TO MORTGAGEE AND THE OTHER SECURED PARTIES OF ANY SUMS ADVANCED OR PAID IN RESPECT OF EXPENSES INCURRED BY MORTGAGEE OR THE OTHER SECURED PARTIES ON BEHALF OF MORTGAGOR IN THE EVENT OF MORTGAGOR'S DEFAULT UNDER THE TERMS OF THIS MORTGAGE BY REASON OF ITS FAILURE TO PERFORM ANY COVENANT OR OBLIGATION HEREUNDER OR UNDER THE LOAN DOCUMENTS RELATING TO MAINTAINING THE MORTGAGED PROPERTY, PRESERVING ITS VALUE AND PROTECTING MORTGAGEE'S LIEN THEREON, THE EXPENSES IN THE EVENT OF A FORECLOSURE, AND INTEREST AND LATE PAYMENT CHARGES, INCLUDING (i) THE AMOUNTS PAID BY MORTGAGEE OR THE OTHER SECURED PARTIES FOR REAL PROPERTY TAXES, CHARGES OR ASSESSMENTS WHICH ARE IMPOSED BY LAW UPON THE MORTGAGED PROPERTY UPON FAILURE OF MORTGAGOR TO DO SO, WHERE SUCH FAILURE CONSTITUTES A DEFAULT UNDER THIS MORTGAGE; (ii) THE AMOUNTS PAID BY MORTGAGEE OR THE OTHER SECURED PARTIES FOR INSURANCE PREMIUMS COVERING THE MORTGAGED PROPERTY UPON FAILURE BY MORTGAGOR TO DO SO, WHERE SUCH FAILURE CONSTITUTES A DEFAULT UNDER THIS MORTGAGE; AND (iii) ANY AMOUNT, COST OR CHARGE TO WHICH MORTGAGEE OR THE OTHER SECURED PARTIES BECOME SUBROGATED UPON PAYMENT, PROVIDED SUCH PAYMENT IS MADE AS A RESULT OF MORTGAGOR'S FAILURE TO PAY THE SAME AND SUCH FAILURE CONSTITUTES A DEFAULT UNDER THIS MORTGAGE.

PRELIMINARY STATEMENT

WHEREAS, Mortgagor is a debtor in a pending case under chapter 11 of the Bankruptcy Code, jointly administered with the corresponding case of New MACH Gen, LLC (the "***Borrower***") and certain of its Subsidiaries, including Mortgagor (such cases together, the "***Chapter 11 Cases***"), in the United States Bankruptcy Court for the District of Delaware (the "***Bankruptcy Court***");

WHEREAS, the Borrower and Beal Bank USA are co-proponents of a prepackaged plan of reorganization of the Borrower and such Subsidiaries (the "***Plan of Reorganization***"), which Plan of Reorganization has been confirmed by the Bankruptcy Court by order dated [_____], 2018;

WHEREAS, in order to satisfy certain conditions to effectiveness and consummation of the Plan of Reorganization, the Borrower and certain of its Subsidiaries (including Mortgagor) as Guarantors have entered into that certain Exit First Lien Credit and Guaranty Agreement, dated as of [_____], 2018 (as Amended and Refinanced, the "***First Lien Credit Agreement***"), with the First Lien Administrative Agent, the First Lien Collateral Agent and the banks, financial institutions and other institutional lenders party thereto from time to time;

WHEREAS, the Borrower and the Guarantors (including Mortgagor) may from time to time after the date hereof incur additional Debt pursuant to other Loan Documents (defined below), which, to the extent permitted under the First Lien Credit Agreement and the Intercreditor Agreement, may be secured by Liens on the Collateral for the benefit of the Secured Parties; and

WHEREAS, the parties hereto desire that this Mortgage secure all outstanding principal indebtedness now or hereafter owed to the Secured Parties pursuant to the First Lien Credit Agreement and other Loan Documents (as defined below), but subject in all events to the Secured Amount and the terms of Section 2.2 below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment of the Indebtedness and performance of the Obligations (as each such term is defined below), Mortgagor, for the benefit of Mortgagee, hereby agrees to the terms and provisions as set forth herein.

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions. All capitalized terms used herein without definition shall have the respective meanings ascribed to them in that certain Collateral Agency and Intercreditor Agreement dated as of [_____], 2018, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time (the "***Intercreditor Agreement***") among the Borrower, the Guarantors identified therein, Agent, and the other parties thereto from time to time. As used herein, the following terms shall have the following meanings:

(a) "***Collateral Documents***": The First Lien Collateral Documents as defined in the Intercreditor Agreement.

(b) "***Event of Default***": A First Lien Event of Default as defined in the Intercreditor Agreement.

(c) "***Indebtedness***": All payment obligations of every nature of Mortgagor from time to time owed to any Secured Party or any of their respective Affiliates now or hereafter existing under the Loan Documents, whether direct or indirect, absolute or contingent and whether for principal, interest (including interest which, but for the filing of a petition in bankruptcy with respect to Mortgagor, would have accrued on any such obligation, whether or not a claim is allowed against Mortgagor for such interest in the related bankruptcy proceeding), fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise, in each case, other than as set forth in Section 8.01(b) of the First Lien Credit Agreement or the corresponding provisions contained in any related Commodity Hedge Guaranty, and in each case, only to the extent such payment obligations arise under the Loan Documents.

(d) "***Loan Documents***": means (i) the First Lien Credit Agreement and (ii) any First Lien Commodity Hedge Power and Sale Agreements and related Commodity Hedge Guaranties.

(e) "***Mortgaged Property***": The fee interest in the real property described in Exhibit A attached hereto and incorporated herein by this reference, together with any greater estate therein as hereafter may be acquired by Mortgagor (the "***Land***"), and all of Mortgagor's right, title and interest now or hereafter acquired in and to (1) all improvements now owned or hereafter acquired by Mortgagor, now or at any time situated, placed or constructed upon the Land (the "***Improvements***"; the Land and Improvements are collectively referred to as the "***Premises***"), (2) all fixtures (within the meaning provided in the UCC, defined below), and all appurtenances and additions thereto and substitutions or replacements thereof in which Mortgagor has an interest and now or hereafter attached to the Premises, including, without limitation, all cribhouses, pump bays, stop logs, traveling water screens, water pumps and motor drives, drain pumps and motor drives, valves, expansion joints, cranes, screen wash pumps, pipe branches, settling basins, clarifiers, storage basins, piping, tanks, fire pumps and motor drives, hydrants, fire loop supply mains, pump houses, head tanks, domestic water pumps and motor drives, foam systems, filters, suction pumps and motor drives, forwarding pumps and motor drives, septic tanks, industrial water effluent piping systems, oil transfer systems, disconnect switches, grounding, line traps, coupling capacitor potential devices, switchyard buses, circuit breakers, steel towers, transformers, cables, lighting arrestors, relay and control panels, telephone systems, carrier signal systems, microwave systems, desuperheating stations, heaters, condensate collection systems, auxiliary boilers, condensers, steam turbines, generators, non-condensable gas extraction systems, abatement plants and cooling towers (the "***Fixtures***"), (3) all goods, accounts, inventory, general intangibles, instruments, documents, contract rights and chattel paper, including all such items as defined in the UCC, now owned or hereafter acquired by Mortgagor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Premises (the "***Personalty***"), (4) all reserves, escrows or impounds required under the Loan Documents and all Pledged Accounts (as defined in the Security Agreement) maintained by Mortgagor with respect to the Mortgaged Property (the "***Deposit Accounts***"), (5) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person a possessory interest in,

or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (the "***Leases***"), (6) all of the rents, revenues, royalties, income, proceeds, profits, accounts receivable, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property, in each case, subject to the right, power and authority hereinafter given to Mortgagor to collect and apply the same to the extent provided in Article 5 (the "***Rents***"), (7) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (the "***Property Agreements***"), (8) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, (9) all property tax refunds payable with respect to the Mortgaged Property (the "***Tax Refunds***"), (10) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the "***Proceeds***"), (11) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor (the "***Insurance***"), and (12) all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to any condemnation or other taking (or any purchase in lieu thereof) of all or any portion of the Land, Improvements, Fixtures or Personalty (the "***Condemnation Awards***"). As used in this Mortgage, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

(f) "***Obligations***": All of the agreements, covenants, conditions, warranties, representations and other obligations (including, without limitation, the obligation to repay the Indebtedness) of Mortgagor under this Mortgage.

(g) "***Permitted Liens***": Those Liens, if any, permitted to encumber the Mortgaged Property under the terms of the Loan Documents, including, without limitation, those permitted under the First Lien Credit Agreement.

(h) "***Secured Parties***": The First Lien Secured Parties.

(i) "***Security Agreement***": That certain First Lien Security Agreement, dated as of [_____], 2018, by and from the Borrower, the Mortgagor and the other grantors referred to therein to Agent on behalf of the Secured Parties, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time.

(j) "***UCC***": The Uniform Commercial Code of New York or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than New York, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

ARTICLE 2
GRANT; SECURED AMOUNT

Section 2.1 Grant. To secure the full and timely payment of the Indebtedness and the full and timely performance of the Obligations, Mortgagor MORTGAGES, GRANTS, BARGAINS, ASSIGNS, SELLS, CONVEYS and CONFIRMS, to Mortgagee the Mortgaged Property, subject, however, only to the matters that are set forth on Exhibit B attached hereto (the "***Permitted Encumbrances***") and to Permitted Liens, TO HAVE AND TO HOLD the Mortgaged Property, and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Mortgagee, subject to Permitted Liens and Permitted Encumbrances.

Section 2.2 Reduction of Secured Amount. Pursuant to the First Lien Credit Agreement, the amount of the Indebtedness may increase and decrease from time to time, all as more fully described in the First Lien Credit Agreement. As of the date hereof, the total amount of the Indebtedness exceeds the Secured Amount so that the Secured Amount represents only a portion of the Indebtedness actually outstanding. So long as the balance of the Indebtedness equals or exceeds the Secured Amount, the amount of the Indebtedness secured by this Mortgage shall at all times equal only the Secured Amount. The Secured Amount shall be reduced only by the last and final sums that are repaid with respect to the Indebtedness and shall not be reduced by any intervening repayments of the Indebtedness, provided that the Indebtedness is not reduced below the Secured Amount. If at any time (a) the Secured Amount has been reduced by reason of a reduction in the amount of the Indebtedness and (b) the amount of the Indebtedness shall thereafter be increased, then the Secured Amount shall be increased accordingly by an amount equal to the amount of such increase in the Indebtedness, subject to the limitation that the maximum Indebtedness which is secured by or which by any contingency may be secured by this Mortgage shall not exceed $[29,860.00]. So long as the balance of the Indebtedness exceeds the Secured Amount, any payments and repayments of the Indebtedness shall not be deemed to be applied against, or to reduce, the portion of the Indebtedness secured by this Mortgage. Such payments shall instead be deemed to reduce only such portions of the Indebtedness as are secured by other collateral.

ARTICLE 3
WARRANTIES, REPRESENTATIONS AND COVENANTS

Mortgagor hereby represents, warrants and covenants that:

Section 3.1 Title to Mortgaged Property and Lien of this Instrument. Mortgagor owns the Mortgaged Property free and clear of any liens, claims or interests, except the Permitted Encumbrances and the Permitted Liens. This Mortgage creates valid, enforceable first priority liens and security interests against the Mortgaged Property.

Section 3.2 Lien Status. Mortgagor shall preserve and protect the first lien and security interest priority of this Mortgage and the other Collateral Documents. If any lien or security interest other than a Permitted Encumbrance or a Permitted Lien is asserted against the Mortgaged Property, Mortgagor shall promptly, and at Mortgagor's expense, (a) give Mortgagee a detailed written notice of such lien or security interest (including origin, amount and other

terms), and (b) pay the underlying claim in full or take such other action so as to cause it to be released or contest the same in compliance with the requirements of the Loan Documents (including the requirement of providing a bond or other security satisfactory to Mortgagee).

Section 3.3 Payment and Performance. Mortgagor shall pay the Indebtedness when due under the Loan Documents and shall perform the Obligations in full when they are required to be performed.

Section 3.4 Replacement of Fixtures and Personalty. Mortgagor shall not, without the prior written consent of Mortgagee, permit any of the Fixtures or Personalty owned or leased by Mortgagor to be removed at any time from the Land or Improvements, unless the removed item is removed temporarily for maintenance, repair or replacement, or the removal of the same is not prohibited by the Loan Documents.

Section 3.5 Inspection. Mortgagor shall permit Mortgagee and the other Secured Parties and their respective agents, representatives and employees, upon reasonable prior notice to Mortgagor to inspect the Mortgaged Property and all books and records of Mortgagor located thereon, and to conduct such environmental and engineering studies as Mortgagee or the other Secured Parties may reasonably require, provided that such inspections and studies shall not materially interfere with the use and operation of the Mortgaged Property.

Section 3.6 Other Covenants. All of the covenants of Mortgagor in the Loan Documents are incorporated herein by reference and, together with covenants in this Article 3, shall be covenants running with the Land.

Section 3.7 Insurance; Condemnation Awards and Insurance Proceeds.

(a) Insurance. Mortgagor shall maintain or cause to be maintained insurance with respect to the Mortgaged Property in types, amounts and coverages (including the naming of Mortgagee as loss payee or additional insured, as applicable) and with insurers, satisfying the requirements of the First Lien Credit Agreement. In addition to the foregoing, if any portion of the Mortgaged Property is located in an area identified by the Federal Emergency Management Agency as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (or any amendment or successor act thereto), then Mortgagor shall maintain, or cause to be maintained, with a financially sound and reputable insurer, flood insurance in an amount sufficient to comply with all applicable rules and regulations promulgated pursuant to such Act.

(b) Condemnation Awards. Mortgagor assigns all Condemnation Awards to Mortgagee and authorizes Mortgagee to collect and receive such Condemnation Awards and to give proper receipts and acquittances therefor, subject to the terms of the Loan Documents.

(c) Insurance Proceeds. Mortgagor assigns to Mortgagee all proceeds of any insurance policies insuring against loss or damage to the Mortgaged Property. Subject to the terms of the Loan Documents, Mortgagor authorizes Mortgagee to collect and receive such proceeds and authorizes and directs the issuer of each of such insurance policies to make payment for all such losses directly to Mortgagee, instead of to Mortgagor and Mortgagee jointly.

ARTICLE 4
DEFAULT AND FORECLOSURE

Section 4.1 Remedies. Upon the occurrence and during the continuance of an Event of Default, Mortgagee may, at Mortgagee's election, exercise any or all of the following rights, remedies and recourses:

(a) Acceleration. Subject to any provisions of the Loan Documents providing for the automatic acceleration of the Indebtedness upon the occurrence of certain Events of Default, declare the Indebtedness to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

(b) Entry on Mortgaged Property. Subject to, and to the extent permitted by, applicable law, enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon. If Mortgagor remains in possession of the Mortgaged Property following the occurrence and during the continuance of an Event of Default and without Mortgagee's prior written consent, subject to applicable law, Mortgagee may invoke any legal remedies to dispossess Mortgagor.

(c) Operation of Mortgaged Property. Subject to, and to the extent permitted by applicable law, hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Mortgagee may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Mortgagee deems necessary or desirable), and apply all Rents and other amounts collected by Mortgagee in connection therewith in accordance with the provisions of Section 4.7.

(d) Foreclosure and Sale. Institute proceedings for the complete foreclosure of this Mortgage by judicial action or by power of sale, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels as Mortgagee may determine, subject to applicable law. With respect to any notices required or permitted under the UCC, Mortgagor agrees that ten (10) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings, power of sale, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against all other Persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor. Mortgagee or any of the other Secured Parties may be a purchaser at such sale. If Mortgagee or such other Secured Party is the highest bidder, Mortgagee or such other Secured Party may credit the portion of the purchase price that would be distributed to Mortgagee or such other Secured Party against the Indebtedness in lieu of paying cash. In the event this Mortgage is foreclosed by judicial action, appraisement of the Mortgaged Property is waived to the extent permitted by applicable law.

(e) Receiver. Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Mortgagor or regard to the adequacy of the Mortgaged Property for the repayment of the Indebtedness, the appointment of a receiver of the Mortgaged Property, and Mortgagor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of Section 4.7.

(f) Other. Exercise all other rights, remedies and recourses granted under the Loan Documents or otherwise available at law or in equity.

Section 4.2 Separate Sales. Any sale of the Mortgaged Property pursuant to Section 4.1(d) hereof may be in one or more parcels and in such manner and order as Mortgagee in its sole discretion may elect. The right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

Section 4.3 Remedies Cumulative, Concurrent and Nonexclusive. Mortgagee and the other Secured Parties shall have all rights, remedies and recourses granted in the Loan Documents and available at law or equity (including the UCC), which rights (a) shall be cumulative and concurrent, (b) to the extent permitted by applicable law, may be pursued separately, successively or concurrently against Mortgagor or others obligated under the Loan Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee or such other Secured Party, as the case may be, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee or any other Secured Party in the enforcement of any rights, remedies or recourses under the Loan Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

Section 4.4 Release of and Resort to Collateral. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by the Loan Documents or their priority with respect to the Mortgaged Property. For payment of the Indebtedness, Mortgagee may resort to any other security in such order and manner as Mortgagee may elect.

Section 4.5 Waiver of Redemption, Notice and Marshalling of Assets. To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of any election by Mortgagee to exercise or the actual exercise of any right, remedy or recourse provided for under the Loan Documents, and (c) any right to a marshalling of assets or a sale in inverse order of alienation.

Section 4.6 Discontinuance of Proceedings. If Mortgagee or any other Secured Party shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee or such other Secured Party, as the case may be, shall have the unqualified right to do so and, in such an event, Mortgagor, Mortgagee and the other Secured Parties shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Loan Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee and the other Secured Parties shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Mortgagee or any other Secured Party thereafter to exercise any right, remedy or recourse under the Loan Documents for such Event of Default.

Section 4.7 Application of Proceeds. The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, shall be applied by Mortgagee (or the receiver, if one is appointed) in the order prescribed by Section 4.1 of the Intercreditor Agreement, unless otherwise required by applicable law.

Section 4.8 Occupancy After Foreclosure. Any sale of the Mortgaged Property or any part thereof in accordance with Section 4.1(d) will divest all right, title and interest of Mortgagor in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Mortgagor retains possession of such property or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser, and will, if Mortgagor remains in possession after demand to remove, be subject to eviction and removal, forcible or otherwise to the extent permitted by applicable law.

Section 4.9 Additional Advances and Disbursements; Costs of Enforcement.

(a) Upon the occurrence and during the continuance of any Event of Default, Mortgagee and each of the other Secured Parties shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Mortgagor. All sums advanced and expenses incurred at any time by Mortgagee or any other Secured Party under this Section 4.9, or otherwise under this Mortgage or any of the other Loan Documents or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the highest rate at which interest is then computed on any portion of the Indebtedness, and all such sums, together with interest thereon, shall be secured by this Mortgage.

(b) Mortgagor shall pay all expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Mortgage and the other Loan Documents, or the enforcement, compromise or settlement of the Indebtedness or any claim under this Mortgage and the other Loan Documents, and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee in respect thereof, by litigation or otherwise.

Section 4.10 No Mortgagee in Possession**.** Neither the enforcement of any of the remedies under this Article 4, the assignment of the Rents and Leases under Article 5, the

security interests under Article 6, nor any other remedies afforded to Mortgagee under the Loan Documents, at law or in equity shall cause Mortgagee or any other Secured Party to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee or any other Secured Party to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

ARTICLE 5
ASSIGNMENT OF RENTS AND LEASES

Section 5.1 Assignment. In furtherance of and in addition to the assignment made by Mortgagor in Section 2.1 of this Mortgage, Mortgagor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Mortgagee all of its right, title and interest in and to all Leases, whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing, Mortgagor shall have a revocable license from Mortgagee to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Obligations or solvency of Mortgagor, the license herein granted shall automatically expire and terminate, without notice to Mortgagor by Mortgagee (any such notice being hereby expressly waived by Mortgagor to the extent permitted by applicable law).

Section 5.2 Perfection Upon Recordation. Mortgagor acknowledges that Mortgagee has taken all actions necessary to obtain, and that upon recordation of this Mortgage Mortgagee shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases. Mortgagor acknowledges and agrees that upon recordation of this Mortgage, Mortgagee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and to the extent permitted under applicable law, all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "***Bankruptcy Code***"), without the necessity of commencing a foreclosure action with respect to this Mortgage, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

Section 5.3 Bankruptcy Provisions. Without limitation of the absolute nature of the assignment of the Rents hereunder, Mortgagor and Mortgagee agree that (a) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Mortgage extends to property of Mortgagor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

Section 5.4 No Merger of Estates. So long as part of the Indebtedness and the Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Mortgagor, Mortgagee, any tenant or any third party by purchase or otherwise.

ARTICLE 6
SECURITY AGREEMENT

Section 6.1 Security Interest. This Mortgage constitutes a "security agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards. To this end, Mortgagor grants to Mortgagee a first and prior security interest in the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and all other Mortgaged Property which is personal property to secure the payment of the Indebtedness and performance of the Obligations, and agrees that Mortgagee shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards sent to Mortgagor at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Mortgagor. In the event of any conflict or inconsistency between the terms of this Mortgage and the terms of the Security Agreement with respect to the collateral covered both therein and herein, the Security Agreement shall control and govern to the extent of any such conflict or inconsistency.

Section 6.2 Financing Statements. Mortgagor shall prepare and deliver to Mortgagee such financing statements, and shall execute and deliver to Mortgagee such other documents, instruments and further assurances, in each case in form and substance satisfactory to Mortgagee, as Mortgagee may, from time to time, reasonably consider necessary to create, perfect and preserve Mortgagee's security interest hereunder. Mortgagor hereby irrevocably authorizes Mortgagee to cause financing statements (and amendments thereto and continuations thereof) and any such documents, instruments and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Mortgagor represents and warrants to Mortgagee that Mortgagor's jurisdiction of organization is the State of Delaware. After the date of this Mortgage, Mortgagor shall not change its name, type of organization, organizational identification number (if any), jurisdiction of organization or location (within the meaning of the UCC) without giving at least thirty (30) days' prior written notice to Mortgagee.

Section 6.3 Fixture Filing. This Mortgage shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. The information provided in this Section 6.3 is provided so that this Mortgage shall comply with the requirements of the UCC for a mortgage instrument to be filed as a financing statement. Mortgagor is the "Debtor" and its name and mailing address is set forth in the preamble of this Mortgage immediately preceding Article 1. Mortgagee is the "Secured Party" and its name and mailing address from which information concerning the security interest granted herein may be

obtained are also set forth in the preamble of this Mortgage immediately preceding Article 1. A statement describing the portion of the Mortgaged Property comprising the fixtures hereby secured is set forth in Section 1.1(e)(2) of this Mortgage. Mortgagor represents and warrants to Mortgagee that Mortgagor is the record owner of the applicable portion of the Mortgaged Property. The employer identification number of Mortgagor is 65-1230156.

ARTICLE 7
MISCELLANEOUS

Section 7.1 Notices. Any notice required or permitted to be given to Mortgagor or Mortgagee under this Mortgage shall be given in accordance with Section 9.9 of the Intercreditor Agreement.

Section 7.2 Covenants Running with the Land. All Obligations contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Land. As used herein, "Mortgagor" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property. All Persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Loan Documents; *provided, however,* that no such party shall be entitled to any rights thereunder without the prior written consent of Mortgagee.

Section 7.3 Attorney-in-Fact. Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, with full authority in the place and stead of Mortgagor and in the name of Mortgagor or otherwise following the occurrence and during the continuance of any Event of Default, in Mortgagor's discretion (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within ten (10) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare and file or record financing statements and continuation statements, and to prepare, execute and file or record applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the Mortgaged Property, and (d) to perform any obligation of Mortgagor hereunder; *provided, however*, that (1) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (2) any sums advanced by Mortgagee in such performance shall be added to and included in the Indebtedness and shall bear interest at the highest rate at which interest is then computed on any portion of the Indebtedness; (3) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (4) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section 7.3.

Section 7.4 Successors and Assigns. This Mortgage shall be binding upon and inure to the benefit of Mortgagee, the other Secured Parties and Mortgagor and their respective

successors and assigns. Mortgagor shall not, without the prior written consent of Mortgagee, assign any rights, duties or obligations hereunder.

Section 7.5 No Waiver. Any failure by Mortgagee or the other Secured Parties to insist upon strict performance of any of the terms, provisions or conditions of the Loan Documents shall not be deemed to be a waiver of same, and Mortgagee and the other Secured Parties shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

Section 7.6 Release or Reconveyance. Upon payment in full of the Indebtedness and performance in full of the Obligations or upon a sale or other disposition of the Mortgaged Property permitted by the Loan Documents, Mortgagee, at Mortgagor's request and expense, shall release the liens and security interests created by this Mortgage or reconvey the Mortgaged Property to Mortgagor.

Section 7.7 Waiver of Stay, Moratorium and Similar Rights. Mortgagor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Mortgage or the Indebtedness or Obligations secured hereby, or any agreement between Mortgagor and Mortgagee or any rights or remedies of Mortgagee or any other Secured Party.

Section 7.8 Applicable Law. All provisions of this Mortgage shall be governed by the laws of the State of New York (including, without limitation, Section 5-1401 of the General Obligations Law of the State of New York).

Section 7.9 Headings. The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

Section 7.10 Severability. If any provision of this Mortgage shall be held by any court of competent jurisdiction to be unlawful, void or unenforceable for any reason, such provision shall be deemed severable from and shall in no way affect the enforceability and validity of the remaining provisions of this Mortgage.

Section 7.11 Entire Agreement. This Mortgage and the other Financing Documents embody the entire agreement and understanding between Mortgagor and Mortgagee relating to the subject matter hereof and thereof and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, this Mortgage and the Financing Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 7.12 Mortgagee as Agent; Successor Agents.

(a) Agent has been appointed to act as Agent hereunder by the other Secured Parties. Agent shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including,

without limitation, the release or substitution of the Mortgaged Property) in accordance with the terms of the Intercreditor Agreement and this Mortgage. Mortgagor and all other Persons shall be entitled to rely on releases, waivers, consents, approvals, notifications and other acts of Agent, without inquiry into the existence of required consents or approvals of the Secured Parties therefor.

(b) Mortgagee shall at all times be the same Person that is Agent under the Intercreditor Agreement. Written notice of resignation by Agent pursuant to the Intercreditor Agreement shall also constitute notice of resignation as Agent under this Mortgage. Removal of Agent pursuant to any provision of the Intercreditor Agreement shall also constitute removal as Agent under this Mortgage. Appointment of a successor Agent pursuant to the Intercreditor Agreement shall also constitute appointment of a successor Agent under this Mortgage. Upon the acceptance of any appointment as Agent by a successor Agent under the Intercreditor Agreement, that successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Agent as the Mortgagee under this Mortgage, and the retiring or removed Agent shall promptly (i) assign and transfer to such successor Agent all of its right, title and interest in and to this Mortgage and the Mortgaged Property, and (ii) execute and deliver to such successor Agent such assignments and amendments and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Agent of the liens and security interests created hereunder, whereupon such retiring or removed Agent shall be discharged from its duties and obligations under this Mortgage. After any retiring or removed Agent's resignation or removal hereunder as Agent, the provisions of this Mortgage and the Intercreditor Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Mortgage while it was Agent hereunder.

ARTICLE 8
LOCAL LAW PROVISIONS

Section 8.1 Inconsistencies. In the event of any inconsistencies between the terms and conditions of this Article 8 and the other provisions of this Mortgage, the terms and conditions of this Article 8 shall control and be binding.

Section 8.2 Trust Fund. Pursuant to Section 13 of the New York Lien Law, Mortgagor shall receive the advances secured hereby and shall hold the right to receive the advances as a trust fund to be applied first for the purpose of paying the cost of any improvement and shall apply the advances first to the payment of the cost of any such improvement on the Mortgaged Property before using any part of the total of the same for any other purpose.

Section 8.3 Commercial Property. Mortgagor represents that this Mortgage does not encumber real property principally improved or to be improved by one or more structures containing in the aggregate not more than six residential dwelling units, each having its own separate cooking facilities.

Section 8.4 Insurance. The provisions of subsection 4 of Section 254 of the New York Real Property Law covering the insurance of buildings against loss by fire shall not apply to this Mortgage. In the event of any conflict, inconsistency or ambiguity between the provisions

of the First Lien Credit Agreement and the provisions of subsection 4 of Section 254 of the New York Real Property Law covering the insurance of buildings against loss by fire, the provisions of the First Lien Credit Agreement shall control.

Section 8.5 Leases. Mortgagee shall have all of the rights against lessees of the Mortgaged Property set forth in Section 291-f of the Real Property Law of New York.

Section 8.6 Statutory Construction. The clauses and covenants contained in this Mortgage that are construed by Section 254 of the New York Real Property Law shall be construed as provided in those sections (except as provided in Section 8.4). The additional clauses and covenants contained in this Mortgage shall afford rights supplemental to and not exclusive of the rights conferred by the clauses and covenants construed by Section 254 and shall not impair, modify, alter or defeat such rights (except as provided in Section 8.4), notwithstanding that such additional clauses and covenants may relate to the same subject matter or provide for different or additional rights in the same or similar contingencies as the clauses and covenants construed by Section 254. The rights of Mortgagee arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others. No act of Mortgagee or any of the Secured Parties shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding. In the event of any inconsistencies between the provisions of Section 254 and the provisions of this Mortgage, the provisions of this Mortgage shall prevail.

Section 8.7 Maximum Principal Amount Secured. Notwithstanding anything to the contrary contained in this Mortgage, the maximum amount of principal indebtedness secured by this Mortgage or which under any contingency may be secured by this Mortgage is the Secured Amount as set forth in the Recitals above.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, Mortgagor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

MORTGAGOR:

NEW ATHENS GENERATING COMPANY, LLC, a Delaware limited liability company

By: _____
Name:
Title:

STATE OF _____)
) SS.:
COUNTY OF _____)

ON THE ____ DAY OF _____ IN THE YEAR 2018 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED _____, PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE INDIVIDUAL(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE INDIVIDUAL(S), OR THE PERSON UPON BEHALF OF WHICH THE INDIVIDUAL(S) ACTED, EXECUTED THE INSTRUMENT.

_____
(SIGNATURE AND OFFICE OF INDIVIDUAL
TAKING ACKNOWLEDGMENT)

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 20 B-2

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Athens, County of Greene, State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the southerly bounds of the Schoharie Turnpike (County Route 28), said point being on the division line between lands now or formerly of Bret Breault on the East and the Parcel herein described on the West;

RUNNING THENCE along said lands of Breault, to and along a wide fence;

S 23° 20' 16" W 313.30’ to a point and lands now or formerly of Iroquois Gas Transmission System; running thence along said lands of Iroquios Gas Transmission System the following fifteen courses and distances:

S 26° 35' 49" W 44.00’ to an iron pin found; running thence:

S 09° 59' 30" W 684.32’ to a #4 rebar with cap (set); running thence

S 83° 01' 01" E 757.17’ to a #4 rebar with cap (set); running thence

S 09° 20' 51" W 396.59’ to a point at the end of a stone wall; running thence along said stone wall the following six courses and distances:

S 06° 55' 25" W 171.50’ to a point; running thence

S 05° 18' 19" W 114.85’ to a point; running thence

S 09° 32' 50" W 98.22 feet to a point; running thence

S 15° 43' 40" W 260.01’ to a point; running thence

S 06° 37' 11" W 182.09’ to a point; running thence

S 04° 13' 48" W 96.59’ to a point; running thence

S 12° 32' 49" W 981.43’ to a concrete monument found; and also in the division line between the Coxsackie Athens Central N 82° 19' 05" W 769.56’ to a point and lands of Niagara Mohawk Power Corporation; running thence along said lands of Niagara Mohawk Power Corporation on a course parallel to and 254.00’ from said Niagara Mohawk Power Corporation’s Traverse Line;

N 07° 32' 48" E 3435.90’ to a #4 rebar with cap (set) on the aforementioned southerly bounds of the Schoharie Turnpike (County Route 28); running thence along said southerly bounds of the Schoharie Turnpike (County Route 28) the following two courses and distances:

S 58° 25' 42" E 159.90’ to a point; running thence

S 56° 03' 16" E 132.56’ to the point and place of BEGINNING.

Containing 48.994 acres of land as shown on a survey map prepared by Santo Associates Land Surveying and Engineering P.C., Drawing Number CG4343_2N1, dated November 17, 1998 and last revised January 27, 2012.

EXHIBIT B

PERMITTED ENCUMBRANCES

Those exceptions from coverage set forth in [Schedule B, Part I] of that certain [Proforma] Loan Policy of Title Insurance No. [_____], dated [_____], 2018, issued to CLMG Corp. by Fidelity National Title Insurance Company with respect to insurance of the lien of this Mortgage.

FEE AND LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (NEW YORK)

from

NEW ATHENS GENERATING COMPANY, LLC,

"Mortgagor"

and

GREENE COUNTY INDUSTRIAL DEVELOPMENT AGENCY,

"Agency"

to

CLMG CORP., IN ITS CAPACITY AS AGENT, "*MORTGAGEE*"

Dated as of _____, 2018

Location:	**Athens Generating Project** **Athens, New York**
County:	**Greene**

THE MAXIMUM PRINCIPAL INDEBTEDNESS WHICH IS SECURED BY OR WHICH BY ANY CONTINGENCY MAY BE SECURED BY THIS MORTGAGE IS $[420,000,000].

THIS MORTGAGE DOES NOT ENCUMBER REAL PROPERTY PRINCIPALLY IMPROVED OR TO BE IMPROVED BY ONE OR MORE STRUCTURES CONTAINING IN THE AGGREGATE NOT MORE THAN SIX RESIDENTIAL DWELLING UNITS, EACH HAVING ITS OWN SEPARATE COOKING FACILITIES.

THE SECURED PARTY (MORTGAGEE) DESIRES THIS FIXTURE FILING TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE DESCRIBED HEREIN AND AGAINST MORTGAGOR.

PREPARED BY, RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

Hunton Andrews Kurth LLP
2200 Pennsylvania Avenue
Washington, DC 20037
Attention: Ellis M. Butler, Esq.
File #71160/89

FEE AND LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (NEW YORK)

THIS FEE AND LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (NEW YORK) (this "***Mortgage***") is dated as of _____, 2018, by and from **NEW ATHENS GENERATING COMPANY, LLC**, a Delaware limited liability company ("***Mortgagor***"), whose address is 9300 US Highway 9W, Athens, NY 12015, and **GREENE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation ("***Agency***"), whose address is 270 Mansion Street, Coxsackie, New York 12051, to **CLMG CORP.**, as first lien collateral agent (in such capacity, "***Agent***") for the First Lien Secured Parties as defined in the Intercreditor Agreement (defined below) (collectively, the "***Secured Parties***"), having an address at 7195 Dallas Parkway, Plano, TX 75024 (Agent, together with its successors and assigns, "***Mortgagee***").

ANYTHING CONTAINED HEREIN TO THE CONTRARY NOTWITHSTANDING, THE MAXIMUM AMOUNT OF PRINCIPAL DEBT OR PRINCIPAL OBLIGATION WHICH IS OR UNDER ANY CONTINGENCY MAY BE SECURED BY THIS MORTGAGE (INCLUDING MORTGAGOR'S OBLIGATION TO REPAY ADVANCES MADE BY THE SECURED PARTIES) AT THE DATE OF EXECUTION OR AT ANY TIME THEREAFTER IS [FOUR HUNDRED AND TWENTY MILLION AND 00/100] DOLLARS ($[420,000,000]) (THE "*SECURED AMOUNT*"), TOGETHER WITH INTEREST THEREON AT THE RATE OR RATES SPECIFIED IN THE LOAN DOCUMENTS AND THE REPAYMENT TO MORTGAGEE AND THE OTHER SECURED PARTIES OF ANY SUMS ADVANCED OR PAID IN RESPECT OF EXPENSES INCURRED BY MORTGAGEE OR THE OTHER SECURED PARTIES ON BEHALF OF MORTGAGOR IN THE EVENT OF MORTGAGOR'S DEFAULT UNDER THE TERMS OF THIS MORTGAGE BY REASON OF ITS FAILURE TO PERFORM ANY COVENANT OR OBLIGATION HEREUNDER OR UNDER THE LOAN DOCUMENTS RELATING TO MAINTAINING THE MORTGAGED PROPERTY, PRESERVING ITS VALUE AND PROTECTING MORTGAGEE'S LIEN THEREON, THE EXPENSES IN THE EVENT OF A FORECLOSURE, AND INTEREST AND LATE PAYMENT CHARGES, INCLUDING (i) THE AMOUNTS PAID BY MORTGAGEE OR THE OTHER SECURED PARTIES FOR REAL PROPERTY TAXES, CHARGES OR ASSESSMENTS WHICH ARE IMPOSED BY LAW UPON THE MORTGAGED PROPERTY UPON FAILURE OF MORTGAGOR TO DO SO, WHERE SUCH FAILURE CONSTITUTES A DEFAULT UNDER THIS MORTGAGE; (ii) THE AMOUNTS PAID BY MORTGAGEE OR THE OTHER SECURED PARTIES FOR INSURANCE PREMIUMS COVERING THE MORTGAGED PROPERTY UPON FAILURE BY MORTGAGOR TO DO SO, WHERE SUCH FAILURE CONSTITUTES A DEFAULT UNDER THIS MORTGAGE; AND (iii) ANY AMOUNT, COST OR CHARGE TO WHICH MORTGAGEE OR THE OTHER SECURED PARTIES BECOME SUBROGATED UPON PAYMENT, PROVIDED SUCH PAYMENT IS MADE AS A RESULT OF MORTGAGOR'S FAILURE TO PAY THE SAME AND SUCH FAILURE CONSTITUTES A DEFAULT UNDER THIS MORTGAGE.

PRELIMINARY STATEMENT

WHEREAS, Mortgagor is a debtor in a pending case under chapter 11 of the Bankruptcy Code, jointly administered with the corresponding case of New MACH Gen, LLC (the "***Borrower***") and certain of its Subsidiaries, including Mortgagor (such cases together, the "***Chapter 11 Cases***"), in the United States Bankruptcy Court for the District of Delaware (the "***Bankruptcy Court***");

WHEREAS, the Borrower and Beal Bank USA are co-proponents of a prepackaged plan of reorganization of the Borrower and such Subsidiaries (the "***Plan of Reorganization***"), which Plan of Reorganization has been confirmed by the Bankruptcy Court by order dated [_____], 2018;

WHEREAS, in order to satisfy certain conditions to effectiveness and consummation of the Plan of Reorganization, the Borrower and certain of its Subsidiaries (including Mortgagor) as Guarantors have entered into that certain Exit First Lien Credit and Guaranty Agreement, dated as of [_____], 2018 (as Amended and Refinanced, the "***First Lien Credit Agreement***"), with the First Lien Administrative Agent, the First Lien Collateral Agent and the banks, financial institutions and other institutional lenders party thereto from time to time;

WHEREAS, the Borrower and the Guarantors (including Mortgagor) may from time to time after the date hereof incur additional Debt pursuant to other Loan Documents (defined below), which, to the extent permitted under the First Lien Credit Agreement and the Intercreditor Agreement, may be secured by Liens on the Collateral for the benefit of the Secured Parties; and

WHEREAS, the parties hereto desire that this Mortgage secure all outstanding principal indebtedness now or hereafter owed to the Secured Parties pursuant to the First Lien Credit Agreement and other Loan Documents (as defined below), but subject in all events to the Secured Amount and the terms of Section 2.2 below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment of the Indebtedness and performance of the Obligations (as each such term is defined below), Mortgagor and Agency, for the benefit of Mortgagee, hereby agree to the terms and provisions as set forth herein.

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions. All capitalized terms used herein without definition shall have the respective meanings ascribed to them in that certain Collateral Agency and Intercreditor Agreement dated as of [_____], 2018, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time (the "***Intercreditor Agreement***") among the Borrower, the Guarantors identified therein, Agent and the other parties thereto from time to time. As used herein, the following terms shall have the following meanings:

(a) "***Collateral Documents***": The First Lien Collateral Documents as defined in the Intercreditor Agreement.

(b) "***Event of Default***": A First Lien Event of Default as defined in the Intercreditor Agreement.

(c) "***Indebtedness***": All payment obligations of every nature of Mortgagor from time to time owed to any Secured Party or any of their respective Affiliates now or hereafter existing under the Loan Documents, whether direct or indirect, absolute or contingent and whether for principal, interest (including interest which, but for the filing of a petition in bankruptcy with respect to Mortgagor, would have accrued on any such obligation, whether or not a claim is allowed against Mortgagor for such interest in the related bankruptcy proceeding), fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise, in each case, other than as set forth in Section 8.01(b) of the First Lien Credit Agreement or the corresponding provisions contained in any related Commodity

Hedge Guaranty, and in each case, only to the extent such payment obligations arise under the Loan Documents.

(d) "***Loan Documents***": means (i) the First Lien Credit Agreement and (ii) any First Lien Commodity Hedge Power and Sale Agreements and related Commodity Hedge Guaranties.

(e) "***Mortgaged Property***": (1) The fee interest of Agency in the real property described in Exhibit A attached hereto and incorporated herein by this reference, and the leasehold interest of Mortgagor created by the Subject Lease (defined below), together with all rights and interests of Mortgagor in and to the Subject Lease and any greater estate therein as hereafter may be acquired by Mortgagor (collectively, the "***Land***"); (2) all of Agency's and Mortgagor's right, title and interest now or hereafter acquired in and to all improvements now owned or hereafter acquired by Mortgagor or Agency, now or at any time situated, placed or constructed upon the Land (the "***Improvements***"; the Land and Improvements are collectively referred to as the "***Premises***"); (3) all fixtures (within the meaning provided in the UCC, defined below), and all appurtenances and additions thereto and substitutions or replacements thereof in which Agency or Mortgagor has an interest which are now or hereafter attached to the Premises, including, without limitation, all cribhouses, pump bays, stop logs, traveling water screens, water pumps and motor drives, drain pumps and motor drives, valves, expansion joints, cranes, screen wash pumps, pipe branches, settling basins, clarifiers, storage basins, piping, tanks, fire pumps and motor drives, hydrants, fire loop supply mains, pump houses, head tanks, domestic water pumps and motor drives, foam systems, filters, suction pumps and motor drives, forwarding pumps and motor drives, septic tanks, industrial water effluent piping systems, oil transfer systems, disconnect switches, grounding, line traps, coupling capacitor potential devices, switchyard buses, circuit breakers, steel towers, transformers, cables, lighting arrestors, relay and control panels, telephone systems, carrier signal systems, microwave systems, desuperheating stations, heaters, condensate collection systems, auxiliary boilers, condensers, steam turbines, generators, non-condensable gas extraction systems, abatement plants and cooling towers (the "***Fixtures***"); (4) (A) all of Mortgagor's right, title and interest now or hereafter acquired in and to all goods, accounts, inventory, general intangibles, instruments, documents, contract rights and chattel paper, including all such items as defined in the UCC, now owned or hereafter acquired by Mortgagor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Premises, and (B) all of Agency's right, title and interest in and to the items described in the foregoing clause 4(A), to the extent the same comprise Equipment (as defined in the Subject Lease) (collectively, the "***Personalty***"),(5) all reserves, escrows or impounds of Mortgagor required under the Loan Documents and all Pledged Accounts (as defined in the Security Agreement) maintained by Mortgagor with respect to the Mortgaged Property (the "***Deposit Accounts***"); (6) all leases, licenses, concessions, occupancy agreements or other agreements of Mortgagor or Agency (written or oral, now or at any time in effect) which grant to any Person other than Mortgagor or Agency a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (the "***Leases***"); (7) subject to the provisions of Section 11.5 herein, all of the rents, revenues, royalties, income, proceeds, profits, accounts receivable, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property, in each case, subject to the right, power and authority hereinafter given to Mortgagor and Agency to collect and apply the same to the extent provided in Article 6 (the "***Rents***"); (8) all other agreements of Mortgagor and, subject to Section 11.5, Agency, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (the "***Property Agreements***"); (9) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing; (10) all property tax refunds payable with respect to the Mortgaged Property (the "***Tax Refunds***"); (11) all accessions, replacements

and substitutions for any of the foregoing and all proceeds thereof (the "***Proceeds***"); (12) subject to the provisions of the Subject Lease, all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor or Agency (the "***Insurance***"); and (13) subject to the provisions of the Subject Lease, all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to any condemnation or other taking (or any purchase in lieu thereof) of all or any portion of the Land, Improvements, Fixtures or Personalty (the "***Condemnation Awards***"). As used in this Mortgage, the term "***Mortgaged Property***" shall mean all or, where the context permits or requires, any portion of the above or any interest therein. Notwithstanding anything to the contrary contained herein, nothing contained herein shall constitute or shall be construed to constitute a pledge, grant or assignment of a security interest in any assets of Agency other than its right, title and interest in and to the Mortgaged Property.

(f) "***Obligations***": All of the agreements, covenants, conditions, warranties, representations and other obligations (including, without limitation, the obligation to repay the Indebtedness) of Mortgagor under this Mortgage.

(g) "***Permitted Liens***": Those Liens, if any, permitted to encumber the Mortgaged Property under the terms of the Loan Documents, including, without limitation, those permitted under the First Lien Credit Agreement and the Financing Documents (as defined in the Subject Lease).

(h) "***PILOT Mortgage***": That certain PILOT Mortgage and Security Agreement dated as of May 1, 2003 by and between the Greene County Industrial Development Agency, as mortgagee and Athens Generating Company, L.P., as predecessor in interest to Mortgagor, as the same may be amended, extended or renewed.

(i) "***Secured Parties***": The First Lien Secured Parties.

(j) "***Security Agreement***": That certain First Lien Security Agreement, dated as of [_____], 2018, by and from the Mortgagor and the other grantors referred to therein to Agent on behalf of the Secured Parties, as the same may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time.

(k) "***Subject Lease***": Shall have the meaning set forth on Exhibit B attached hereto.

(l) "***UCC***": The Uniform Commercial Code of New York or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than New York, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

ARTICLE 2
GRANT; SECURED AMOUNT

Section 2.1 Grant. Subject to the limitation to the Secured Amount hereunder, to secure the full and timely payment of the Indebtedness and the full and timely performance of the Obligations, each of Mortgagor and Agency MORTGAGES, GRANTS, BARGAINS, ASSIGNS, SELLS, CONVEYS and CONFIRMS, to Mortgagee the Mortgaged Property, subject, however, only to the matters that are set forth on Exhibit C attached hereto (the "***Permitted Encumbrances***") and to Permitted Liens (including, without limitation, the PILOT Mortgage), TO HAVE AND TO HOLD the Mortgaged Property and each of Mortgagor and Agency does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Mortgagee, subject to Permitted Liens and Permitted Encumbrances.

Section 2.2 Reduction of Secured Amount. So long as the balance of the Indebtedness equals or exceeds the Secured Amount, the amount of the Indebtedness secured by this Mortgage shall at all times equal only the Secured Amount. The Secured Amount shall be reduced only by the last and final sums that are repaid with respect to the Indebtedness and shall not be reduced by any intervening repayments of the Indebtedness, provided that the Indebtedness is not reduced below the Secured Amount. If at any time (a) the Secured Amount has been reduced by reason of a reduction in the amount of the Indebtedness and (b) the amount of the Indebtedness shall thereafter be increased, then the Secured Amount shall be increased accordingly by an amount equal to the amount of such increase in the Indebtedness, subject to the limitation that the maximum Indebtedness which is secured by or which by any contingency may be secured by this Mortgage shall not exceed $[420,000,000]. So long as the balance of the Indebtedness exceeds the Secured Amount, any payments and repayments of the Indebtedness shall not be deemed to be applied against, or to reduce, the portion of the Indebtedness secured by this Mortgage. Such payments shall instead be deemed to reduce only such portions of the Indebtedness as are secured by other collateral located outside of the State of New York.

ARTICLE 3
WARRANTIES, REPRESENTATIONS AND COVENANTS

Mortgagor, and Agency, as applicable, hereby represent, warrant and covenant that:

Section 3.1 Title to Mortgaged Property and Lien of this Instrument. Mortgagor and Agency each owns its respective portion of the Mortgaged Property free and clear of any liens, claims or interests, except the Permitted Encumbrances and the Permitted Liens. This Mortgage creates valid, enforceable liens and security interests against the Mortgaged Property.

Section 3.2 Lien Status. Mortgagor shall preserve and protect the lien and security interest priority of this Mortgage and the other Collateral Documents. If any lien or security interest other than a Permitted Encumbrance or a Permitted Lien is asserted against the Mortgaged Property, Mortgagor shall promptly, and at Mortgagor's expense, (a) give Mortgagee a detailed written notice of such lien or security interest (including origin, amount and other terms), and (b) pay the underlying claim in full or take such other action so as to cause it to be released or contest the same in compliance with the requirements of the Loan Documents (including the requirement of providing a bond or other security satisfactory to Mortgagee). Agency shall not at any time subordinate its fee interest in the Mortgaged Property or any portion thereof to the lien or interests of any mortgagee of its interest in the Premises.

ARTICLE 4
LEASEHOLD MORTGAGE PROVISIONS

Section 4.1 Representations; Warranties; Covenants. Mortgagor hereby represents, warrants and covenants that:

(a) (1) Except as set forth in Exhibit B hereof, the Subject Lease is unmodified and in full force and effect, (2) all rent and other charges therein have been paid to the extent they are payable to the date hereof, (3) Mortgagor enjoys the quiet and peaceful possession of the Premises, (4) to the best of its knowledge, Mortgagor is not in default under any of the terms thereof and there are no circumstances which, with the passage of time or the giving of notice or both, would constitute an event of default thereunder, (5) to the best of Mortgagor's knowledge, the lessor thereunder is not in default under any of the terms or provisions thereof on the part of the lessor to be observed or performed, and (6) Mortgagor has not previously subordinated its interest in the Mortgaged Property to the lien or interests of any mortgagee of the lessor's fee interest in the Premises other than the liens and interests created by this Mortgage;

(b) Mortgagor shall promptly pay, when due and payable, the rent and other charges payable pursuant to the Subject Lease, and will timely perform and observe all of the other terms, covenants and conditions required to be performed and observed by Mortgagor as lessee under the Subject Lease;

(c) Mortgagor shall notify Mortgagee in writing of any default by Mortgagor in the performance or observance of any terms, covenants or conditions on the part of Mortgagor to be performed or observed under the Subject Lease within three (3) days after Mortgagor obtains knowledge of such default;

(d) Mortgagor shall, immediately upon receipt thereof, deliver a copy of each notice given to Mortgagor by the lessor pursuant to the Subject Lease and promptly notify Mortgagee in writing of any default by the lessor in the performance or observance of any of the terms, covenants or conditions on the part of the lessor to be performed or observed thereunder;

(e) Except as permitted in the Loan Documents or required under the terms of the Subject Lease, Mortgagor shall not, without the prior written consent of Mortgagee (which may be granted or withheld in Mortgagee's sole and absolute discretion) terminate, modify or surrender the Subject Lease in any material way, and any such attempted termination, modification or surrender without Mortgagee's written consent shall be void;

(f) Mortgagor shall, promptly upon Mortgagee's request, request from Agency an estoppel certificate pursuant to Section 9.6(L) of the Subject Lease;

(g) Mortgagor shall not at any time subordinate its leasehold interest in the Mortgaged Property or any portion thereof to the lien or interests of any mortgagee of the lessor's fee interest in the Premises;

(h) Mortgagor shall pay the Indebtedness when due under the Loan Documents and shall perform the Obligations in full when they are required to be performed;

(i) Mortgagor shall not, without the prior written consent of Mortgagee, permit any of the Fixtures or Personalty owned or leased by Mortgagor to be removed at any time from the Land or Improvements, unless the removed item is removed temporarily for maintenance, repair or replacement, or the removal of the same is not prohibited by the Loan Documents;

(j) Mortgagor shall permit Mortgagee and the other Secured Parties and their respective agents, representatives and employees, upon reasonable prior notice to Mortgagor, to inspect the Mortgaged Property and all books and records of Mortgagor located thereon, and to conduct such environmental and engineering studies as Mortgagee or the other Secured Parties may reasonably require, provided that such inspections and studies shall not materially interfere with the use and operation of the Mortgaged Property;

(k) All of the covenants of Mortgagor in the Loan Documents are incorporated herein by reference and, together with covenants in this Article 3, shall be covenants running with the Land;

(l) Mortgagor shall (i) maintain or cause to be maintained insurance with respect to the Mortgaged Property in types, amounts and coverages (including the naming of Mortgagee as loss payee or additional insured, as applicable) and with insurers, satisfying the requirements of the First Lien Credit Agreement; and (ii) if any portion of the Mortgaged Property is located in an area identified by the Federal Emergency Management Agency as an area having special flood hazards and in which flood

insurance has been made available under the National Flood Insurance Act of 1968 (or any amendment or successor act thereto), then Mortgagor shall maintain, or cause to be maintained, with a financially sound and reputable insurer, flood insurance in an amount sufficient to comply with all applicable rules and regulations promulgated pursuant to such Act;

(m) Mortgagor assigns all Condemnation Awards to Mortgagee and authorizes Mortgagee to collect and receive such Condemnation Awards and to give proper receipts and acquittances therefor, subject to the terms of the Loan Documents and the terms of the Subject Lease; and

(n) Subject to the terms of the Subject Lease and the Loan Documents, (i) Mortgagor assigns to Mortgagee all proceeds of any insurance policies insuring against loss or damage to the Mortgaged Property, (ii) Mortgagor authorizes Mortgagee to collect and receive such proceeds (to the extent Mortgagor is entitled thereto under the terms of the Subject Lease) and authorizes and directs the issuer of each of such insurance policies to make payment for all such losses (to the extent Mortgagor is entitled thereto under the terms of the Subject Lease) directly to Mortgagee, instead of to Mortgagor and Mortgagee jointly.

Section 4.2 No Merger. So long as any of the Indebtedness or the Obligations remain unpaid or unperformed, the fee title to and the leasehold estate in the Premises subject to the Subject Lease shall not merge but shall always be kept separate and distinct notwithstanding the union of such estates in the lessor or Mortgagor, or in a third party, by purchase or otherwise. If Mortgagor acquires the fee title or any other estate, title or interest in the Premises, or any part thereof, the lien of this Mortgage shall attach to, cover and be a lien upon such acquired estate, title or interest and the same shall thereupon be and become a part of the Mortgaged Property with the same force and effect as if specifically encumbered herein. Mortgagor agrees to execute all instruments and documents that Mortgagee may reasonably require to ratify, confirm and further evidence the lien of this Mortgage on the acquired estate, title or interest. Furthermore, Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact to execute and deliver, following an Event of Default, all such instruments and documents in the name and on behalf of Mortgagor. This power, being coupled with an interest, shall be irrevocable as long as any portion of the Indebtedness remains unpaid.

Section 4.3 Mortgagee as Lessee. If the Subject Lease shall be terminated prior to the natural expiration of its term due to default by Mortgagor or any tenant thereunder, and if, pursuant to the provisions of such Subject Lease, Mortgagee or its designee shall acquire from the lessor a new lease of the Premises, Mortgagor shall have no right, title or interest in or to such new lease or the leasehold estate created thereby, or renewal privileges therein contained.

Section 4.4 No Assignment. Notwithstanding anything to the contrary contained herein, but without limiting the effectiveness of Section 11.2, this Mortgage shall not constitute an assignment of the Subject Lease within the meaning of any provision thereof prohibiting its assignment and Mortgagee shall have no liability or obligation thereunder by reason of its acceptance of this Mortgage. Mortgagee shall be liable for the obligations of the tenant arising out of the Subject Lease for only that period of time for which Mortgagee is in possession of the premises demised thereunder or has acquired, by foreclosure or otherwise, and is holding all of Mortgagor's right, title and interest therein.

ARTICLE 5
DEFAULT AND FORECLOSURE

Section 5.1 Remedies. Upon the occurrence and during the continuance of an Event of Default and subject to the provisions of the Intercreditor Agreement, Mortgagee may, at Mortgagee's election, exercise any or all of the following rights, remedies and recourses:

(a) Acceleration. Subject to any provisions of the Loan Documents providing for the automatic acceleration of the Indebtedness upon the occurrence of certain Events of Default, declare the Indebtedness to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

(b) Entry on Mortgaged Property. Subject to, and to the extent permitted by, applicable law, enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon. If Mortgagor or Agency remains in possession of the Mortgaged Property following the occurrence and during the continuance of an Event of Default and without Mortgagee's prior written consent, subject to applicable law, Mortgagee may invoke any legal remedies to dispossess Mortgagor or Agency.

(c) Operation of Mortgaged Property. Subject to, and to the extent permitted by, applicable law, hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Mortgagee may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Mortgagee deems necessary or desirable), and apply all Rents and other amounts collected by Mortgagee in connection therewith in accordance with the provisions of Section 5.7.

(d) Foreclosure and Sale. Institute proceedings for the complete foreclosure of this Mortgage by judicial action or by power of sale, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels as Mortgagee may determine, subject to applicable law. With respect to any notices required or permitted under the UCC, Mortgagor agrees that ten (10) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings, power of sale, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Mortgagor and Agency shall be completely and irrevocably divested of all of their right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor and Agency, and against all other Persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor or Agency. Mortgagee or any of the other Secured Parties may be a purchaser at such sale. If Mortgagee or such other Secured Party is the highest bidder, Mortgagee or such other Secured Party may credit the portion of the purchase price that would be distributed to Mortgagee or such other Secured Party against the Indebtedness in lieu of paying cash after payment in full of the PILOT Mortgage. In the event this Mortgage is foreclosed by judicial action, appraisement of the Mortgaged Property is waived to the extent permitted by applicable law.

(e) Receiver. Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Mortgagor or regard to the adequacy of the Mortgaged Property for the repayment of the Indebtedness, the appointment of a receiver of the Mortgaged Property, and each of Mortgagor and Agency irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of Section 5.7.

(f) Other. Exercise all other rights, remedies and recourses granted under the Loan Documents or otherwise available at law or in equity.

Section 5.2 Separate Sales. Any sale of the Mortgaged Property pursuant to Section 5.1(d) may be in one or more parcels and in such manner and order as Mortgagee in its sole discretion may elect. The right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

Section 5.3 Remedies Cumulative, Concurrent and Nonexclusive. Mortgagee and the other Secured Parties shall have all rights, remedies and recourses granted in the Loan Documents and available at law or equity (including the UCC), which rights (a) shall be cumulative and concurrent, (b) to the extent permitted by applicable law, may be pursued separately, successively or concurrently against Mortgagor or Agency or others obligated under the Loan Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee or such other Secured Party, as the case may be, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee or any other Secured Party in the enforcement of any rights, remedies or recourses under the Loan Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

Section 5.4 Release of and Resort to Collateral. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by the Loan Documents or their priority with respect to the Mortgaged Property. For payment of the Indebtedness, Mortgagee may resort to any other security in such order and manner as Mortgagee may elect.

Section 5.5 Waiver of Redemption, Notice and Marshalling of Assets. To the fullest extent permitted by law, each of Mortgagor and Agency hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor or Agency by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of any election by Mortgagee to exercise or the actual exercise of any right, remedy or recourse provided for under the Loan Documents, and (c) any right to a marshalling of assets or a sale in inverse order of alienation.

Section 5.6 Discontinuance of Proceedings. If Mortgagee or any other Secured Party shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee or such other Secured Party, as the case may be, shall have the unqualified right to do so and, in such an event, Mortgagor, Agency, Mortgagee and the other Secured Parties shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Loan Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee and the other Secured Parties shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Mortgagee or any other Secured Party thereafter to exercise any right, remedy or recourse under the Loan Documents for such Event of Default.

Section 5.7 Application of Proceeds. The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, shall be applied by Mortgagee (or the receiver, if one is appointed) first to the payment of all indebtedness secured by the PILOT Mortgage, and then in the order prescribed by Section 4.1 of the Intercreditor Agreement, unless otherwise required by applicable law.

Section 5.8 Occupancy After Foreclosure. Any sale of the Mortgaged Property or any part thereof in accordance with Section 5.1(d) will divest all right, title and interest of Mortgagor and Agency in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Mortgagor or Agency retains possession of such property or any part thereof subsequent to such sale, Mortgagor or Agency (as applicable) will be considered a tenant at sufferance of the purchaser, and will, if Mortgagor or Agency remains in possession after demand to remove, be subject to eviction and removal, forcible or otherwise, to the extent permitted by applicable law.

Section 5.9 Additional Advances and Disbursements; Costs of Enforcement.

(a) Upon the occurrence and during the continuance of any Event of Default, Mortgagee and each of the other Secured Parties shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Mortgagor. All sums advanced and expenses incurred at any time by Mortgagee or any other Secured Party under this Section 5.9, or otherwise under this Mortgage or any of the other Loan Documents or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the highest rate at which interest is then computed on any portion of the Indebtedness, and all such sums, together with interest thereon, shall be secured by this Mortgage.

(b) Mortgagor shall pay all expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Mortgage and the other Loan Documents, or the enforcement, compromise or settlement of the Indebtedness or any claim under this Mortgage and the other Loan Documents, and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee in respect thereof, by litigation or otherwise.

Section 5.10 No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Article 5, the assignment of the Rents and Leases under Article 6, the security interests under Article 7, nor any other remedies afforded to Mortgagee under the Loan Documents, at law or in equity shall cause Mortgagee or any other Secured Party to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee or any other Secured Party to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

ARTICLE 6
ASSIGNMENT OF RENTS AND LEASES

Section 6.1 Assignment. In furtherance of and in addition to the assignment made by Mortgagor and Agency in Section 2.1 of this Mortgage, each of Mortgagor and Agency hereby absolutely and unconditionally assigns, sells, transfers and conveys to Mortgagee all of its right, title and interest in and to all Leases and the Subject Lease, whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing, each of Mortgagor and Agency shall have a revocable license from Mortgagee to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Obligations or solvency of Mortgagor or Agency, the license herein granted shall automatically expire

and terminate, without notice to Mortgagor or Agency by Mortgagee (any such notice being hereby expressly waived by Mortgagor and Agency to the extent permitted by applicable law).

Section 6.2 Perfection Upon Recordation. Mortgagor acknowledges that Mortgagee has taken all actions necessary to obtain, and that upon recordation of this Mortgage Mortgagee shall have, to the extent permitted under applicable law, a valid and fully perfected, present assignment of the Rents arising out of the Leases and all security for such Leases. Mortgagor acknowledges and agrees that upon recordation of this Mortgage, Mortgagee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and to the extent permitted under applicable law, all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "***Bankruptcy Code***"), without the necessity of commencing a foreclosure action with respect to this Mortgage, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

Section 6.3 Bankruptcy Provisions. Without limitation of the absolute nature of the assignment of the Rents hereunder, Mortgagor, Agency and Mortgagee agree that (a) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Mortgage extends to property of Mortgagor and Agency acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

Section 6.4 No Merger of Estates. So long as part of the Indebtedness and the Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates in Mortgagor, Agency, Mortgagee, any tenant or any third party by purchase or otherwise.

ARTICLE 7
SECURITY AGREEMENT

Section 7.1 Security Interest. This Mortgage constitutes a "security agreement" on personal property within the meaning of the UCC and other applicable law and with respect to all of the right, title and interest of (x) Mortgagor in and to the Personalty, Fixtures, Deposit Accounts, Leases, Rents, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards, and (y) Agency in and to Personalty (to the extent the same comprise Equipment (as defined in the Subject Lease)), Fixtures, Leases, Rents, Property Agreements (subject to Section 11.5), Tax Refunds, Proceeds, Insurance and Condemnation Awards. To this end, (a) Mortgagor grants to Mortgagee a security interest in (i) Personalty, Fixtures, Deposit Accounts, Leases, Rents, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards, and (ii) all other Mortgaged Property which is personal property; and (b) Agency grants to Mortgagee a security interest in (i) Personalty (to the extent comprising Equipment (as defined in the Subject Lease)), Fixtures, Leases, Rents, Property Agreements (subject to Section 11.5), Tax Refunds, Proceeds, Insurance and Condemnation Awards, and (ii) to the extent comprising Equipment (as defined in the Subject Lease), all other Mortgaged Property which is personal property, in each case, to secure the payment of the Indebtedness and performance of the Obligations, and agrees that Mortgagee shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Personalty, Fixtures, Deposit Accounts, Leases, Rents, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards sent to Mortgagor or Agency at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Mortgagor or Agency, as the case may be. In the event of any conflict or inconsistency between the terms of this Mortgage and the terms of the Security Agreement with respect to the collateral covered both therein and herein, the Security Agreement shall control and govern to the extent of any such conflict or inconsistency.

Section 7.2 Financing Statements. Mortgagor shall prepare and deliver to Mortgagee such financing statements, and shall execute and deliver to Mortgagee such other documents, instruments and further assurances, in each case in form and substance satisfactory to Mortgagee, as Mortgagee may, from time to time, reasonably consider necessary to create, perfect and preserve Mortgagee's security interest hereunder. Mortgagor hereby irrevocably authorizes Mortgagee to cause financing statements (and amendments thereto and continuations thereof) and any such documents, instruments and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Mortgagor represents and warrants to Mortgagee that Mortgagor's jurisdiction of organization is the State of Delaware. Agency represents and warrants to Mortgagee that Agency's jurisdiction of organization is the State of New York. After the date of this Mortgage, Mortgagor shall not change its name, type of organization, organizational identification number (if any), jurisdiction of organization or location (within the meaning of the UCC) without giving at least thirty (30) days' prior written notice to Mortgagee.

Section 7.3 Fixture Filing. This Mortgage shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. The information provided in this Section 7.3 is provided so that this Mortgage shall comply with the requirements of the UCC for a mortgage instrument to be filed as a financing statement. Mortgagor is the "Debtor" and its name and mailing address is set forth in the preamble of this Mortgage immediately preceding Article 1. Mortgagee is the "Secured Party" and its name and mailing address from which information concerning the security interest granted herein may be obtained are also set forth in the preamble of this Mortgage immediately preceding Article 1. A statement describing the portion of the Mortgaged Property comprising the fixtures hereby secured is set forth in Section 1.1(e) of this Mortgage. Mortgagor represents and warrants to Mortgagee that Mortgagor is the record owner of the applicable portion of the Mortgaged Property. The employer identification number of Mortgagor is 65-1230156. The employer identification number of Agency is 14-6602874.

ARTICLE 8
MISCELLANEOUS

Section 8.1 Notices. Any notice required or permitted to be given to Mortgagee under this Mortgage shall be given in accordance with Section 9.9 of the Intercreditor Agreement. Any notice required or permitted to be given to Mortgagor or Agency under this Mortgage shall be given in accordance with Section 12.1 of the Subject Lease.

Section 8.2 Covenants Running with the Land. All Obligations contained in this Mortgage are intended by Agency, Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Land. As used herein, "***Mortgagor***" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property. All Persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Loan Documents; *provided, however,* that no such party shall be entitled to any rights thereunder without the prior written consent of Mortgagee.

Section 8.3 Attorney-in-Fact. Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, with full authority in the place and stead of Mortgagor and in the name of Mortgagor or otherwise following the occurrence and during the continuance of any Event of Default, in Mortgagor's discretion (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within ten (10) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment,

conveyance or further assurance with respect to the Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare and file or record financing statements and continuation statements, and to prepare, execute and file or record applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the Mortgaged Property, and (d) to perform any obligation of Mortgagor hereunder; *provided, however*, that (1) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (2) any sums advanced by Mortgagee in such performance shall be added to and included in the Indebtedness and shall bear interest at the highest rate at which interest is then computed on any portion of the Indebtedness; (3) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (4) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section 8.3.

Section 8.4 Successors and Assigns. This Mortgage shall be binding upon and inure to the benefit of Mortgagee, the other Secured Parties and Mortgagor and their respective successors and assigns. Mortgagor shall not, without the prior written consent of Mortgagee, assign any rights, duties or obligations hereunder.

Section 8.5 No Waiver. Any failure by Mortgagee or the other Secured Parties to insist upon strict performance of any of the terms, provisions or conditions of the Loan Documents shall not be deemed to be a waiver of same, and Mortgagee and the other Secured Parties shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

Section 8.6 Release or Reconveyance. Upon payment in full of the Indebtedness and performance in full of the Obligations or upon a sale or other disposition of the Mortgaged Property permitted by the Loan Documents, Mortgagee, at Mortgagor's request and expense, shall release the liens and security interests created by this Mortgage or reconvey the Mortgaged Property to Mortgagor.

Section 8.7 Waiver of Stay, Moratorium and Similar Rights. Mortgagor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Mortgage or the Indebtedness or Obligations secured hereby, or any agreement between Mortgagor and Mortgagee or any rights or remedies of Mortgagee or any other Secured Party.

Section 8.8 Applicable Law. All provisions of this Mortgage shall be governed by the laws of the State of New York (including, without limitation, Section 5-1401 of the General Obligations Law of the State of New York).

Section 8.9 Headings. The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

Section 8.10 Severability. If any provision of this Mortgage shall be held by any court of competent jurisdiction to be unlawful, void or unenforceable for any reason, such provision shall be deemed severable from and shall in no way affect the enforceability and validity of the remaining provisions of this Mortgage.

Section 8.11 Entire Agreement. This Mortgage, the Subject Lease and the other Financing Documents embody the entire agreement and understanding between Mortgagor and

Mortgagee relating to the subject matter hereof and thereof and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, this Mortgage, the Subject Lease and the Financing Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 8.12 Mortgagee as Agent; Successor Agents.

(a) Agent has been appointed to act as Agent hereunder by the other Secured Parties. Agent shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of the Mortgaged Property) in accordance with the terms of the Intercreditor Agreement and this Mortgage. Mortgagor and all other Persons shall be entitled to rely on releases, waivers, consents, approvals, notifications and other acts of Agent, without inquiry into the existence of required consents or approvals of the Secured Parties therefor.

(b) Mortgagee shall at all times be the same Person that is Agent under the Intercreditor Agreement. Written notice of resignation by Agent pursuant to the Intercreditor Agreement shall also constitute notice of resignation as Agent under this Mortgage. Removal of Agent pursuant to any provision of the Intercreditor Agreement shall also constitute removal as Agent under this Mortgage. Appointment of a successor Agent pursuant to the Intercreditor Agreement shall also constitute appointment of a successor Agent under this Mortgage. Upon the acceptance of any appointment as Agent by a successor Agent under the Intercreditor Agreement, that successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Agent as the Mortgagee under this Mortgage, and the retiring or removed Agent shall promptly (i) assign and transfer to such successor Agent all of its right, title and interest in and to this Mortgage and the Mortgaged Property, and (ii) execute and deliver to such successor Agent such assignments and amendments and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Agent of the liens and security interests created hereunder, whereupon such retiring or removed Agent shall be discharged from its duties and obligations under this Mortgage. After any retiring or removed Agent's resignation or removal hereunder as Agent, the provisions of this Mortgage and the Intercreditor Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Mortgage while it was Agent hereunder.

Section 8.13 Counterparts. This Mortgage may be executed in any number of original counterparts, which when so executed shall be deemed to be an original for all purposes, and all counterparts shall together constitute one and the same instrument; signature and acknowledgment pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Mortgage shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

ARTICLE 9
LOCAL LAW PROVISIONS

Section 9.1 Inconsistencies. In the event of any inconsistencies between the terms and conditions of this Article 9 and the other provisions of this Mortgage, the terms and conditions of this Article 9 shall control and be binding.

Section 9.2 Trust Fund. Pursuant to Section 13 of the New York Lien Law, Mortgagor shall receive the advances secured hereby and shall hold the right to receive the advances as a trust fund to be applied first for the purpose of paying the cost of any improvement and shall apply the advances

first to the payment of the cost of any such improvement on the Mortgaged Property before using any part of the total of the same for any other purpose.

Section 9.3 Commercial Property. Mortgagor represents that this Mortgage does not encumber real property principally improved or to be improved by one or more structures containing in the aggregate not more than six residential dwelling units, each having its own separate cooking facilities.

Section 9.4 Insurance. The provisions of subsection 4 of Section 254 of the New York Real Property Law covering the insurance of buildings against loss by fire shall not apply to this Mortgage. In the event of any conflict, inconsistency or ambiguity between the provisions of the First Lien Credit Agreement and the provisions of subsection 4 of Section 254 of the New York Real Property Law covering the insurance of buildings against loss by fire, the provisions of the First Lien Credit Agreement shall control.

Section 9.5 Leases. Mortgagee shall have all of the rights against lessees of the Mortgaged Property set forth in Section 291-f of the Real Property Law of New York.

Section 9.6 Statutory Construction. The clauses and covenants contained in this Mortgage that are construed by Section 254 of the New York Real Property Law shall be construed as provided in those sections (except as provided in Section 9.4). The additional clauses and covenants contained in this Mortgage shall afford rights supplemental to and not exclusive of the rights conferred by the clauses and covenants construed by Section 254 and shall not impair, modify, alter or defeat such rights (except as provided in Section 9.4), notwithstanding that such additional clauses and covenants may relate to the same subject matter or provide for different or additional rights in the same or similar contingencies as the clauses and covenants construed by Section 254. The rights of Mortgagee arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others. No act of Mortgagee or any of the Secured Parties shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding. In the event of any inconsistencies between the provisions of Section 254 and the provisions of this Mortgage, the provisions of this Mortgage shall prevail.

Section 9.7 Maximum Principal Amount Secured. Notwithstanding anything to the contrary contained in this Mortgage, the maximum amount of principal indebtedness secured by this Mortgage or which under any contingency may be secured by this Mortgage is the Secured Amount as set forth immediately following the Preamble above.

Section 9.8 Credit Line Mortgage. This Mortgage secures the Indebtedness under the First Lien Credit Agreement (a) that reflects the fact that the parties reasonably contemplate entering into one or more advances, repayments and readvances and (b) that limits the aggregate amount at any time outstanding and secured by this Mortgage to the Secured Amount.

ARTICLE 10
SUBORDINATION

The lien of and the terms, covenants and conditions of this Mortgage are fully subordinate and subject to the lien of and the terms, covenants and conditions of the PILOT Mortgage.

ARTICLE 11
JOINDER; LIMITED LIABILITY OF AGENCY; OTHER AGENCY PROVISIONS

Section 11.1 Agency to Record Mortgage. Notwithstanding anything to the contrary contained herein, Agency shall cause this Mortgage to be recorded in the Office of the Clerk of Greene County, New York.

Section 11.2 Joinder by Agency. Agency has executed and delivered this Mortgage to subject its fee interests in the Mortgaged Property to the lien hereof. Anything to the contrary contained herein notwithstanding, in no event shall the Mortgaged Property be deemed to include (a) any Unassigned Rights (as defined in the Subject Lease) of Agency, (b) the proceeds received on account of Agency Fee (as defined in the Subject Lease), (c) any instruments of collateral security and/or promissory notes payable to Agency, that may be delivered now or in the future to evidence or secure, as the case may be, any present or future obligations of Mortgagor to Agency or (d) any other property, asset, interest or other right or benefit of Agency except to the extent expressly arising out of or in connection with the Project (as defined in the Subject Lease). Anything contained herein to the contrary notwithstanding, Mortgagee shall not enforce any of the Obligations against Agency on a personal recourse basis by reason of its execution and delivery hereof, it being understood and agreed that Mortgagee's recourse against Agency shall be limited to its interest in the Mortgaged Property.

Section 11.3 Estoppel Statements by Agency; Other Matters. Agency hereby consents to the execution and delivery by Mortgagor of this Mortgage to the fullest extent any consent or approval thereto by Agency is required under the terms of the Subject Lease, including, without limitation, Sections 5.17 and 9.6 thereof. Agency acknowledges and agrees that, for all purposes under the Subject Lease, (a) the security interests granted by Mortgagor to Mortgagee hereby constitute a "Permitted Transfer", (b) this Mortgage comprises a "Leasehold Mortgage", (c) Mortgagee is a "Financial Institution", and (d) Mortgagee is a "Leasehold Mortgagee". Accordingly, Mortgagee shall be entitled to all of the benefits of Section 9.6 of the Subject Lease from the date hereof until payment in full of the Indebtedness and performance in full of the Obligations or upon a sale or other disposition of the Mortgaged Property permitted by the Loan Documents. Agency represents and warrants that Agency has approved a resolution approving the execution and delivery of this Mortgage as required by Section 9.6(b) of the Subject Lease. It is acknowledged and agreed that notices to Mortgagee in its capacity as "Subordinate Creditor" under the Intercreditor Agreement (as defined in the Subject Lease), notwithstanding the provisions of Section 8 thereof, shall from and after the date hereof be sent to Mortgagee in accordance with Section 8.1.

Section 11.4 No Recourse; Other Provisions.

(a) All covenants, stipulations, promises, agreements and obligations of Agency contained in this Mortgage shall be deemed to be the covenants, stipulations, promises, agreements and obligations of Agency and not of any member, officer, director, agent (other than Mortgagor), servant or employee of Agency in his individual capacity, and no recourse under or upon any obligation, covenant or agreement contained in this Mortgage, or otherwise based upon or in respect of this Mortgage, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer, director, agent (other than Mortgagor), servant or employee, as such, of Agency or any successor public benefit corporation or political subdivision or any person executing this Mortgage on behalf of Agency, either directly or through Agency or any successor public benefit corporation or political subdivision or any person so executing this Mortgage, it being expressly understood that this Mortgage is a corporate obligation, and that no such personal liability whatever shall attach to, or is or shall be incurred by, any such member, officer, director, agent (other than Mortgagor), servant or employee of Agency or of any successor public benefit corporation or political subdivision or any person

so executing this Mortgage under or by reason of the obligations, covenants or agreements contained in this Mortgage or implied therefrom; and that any and all such personal liability of, and any and all such rights and claims against, every such member, officer, director, agent (other than Mortgagor), servant or employee under or by reason of the obligations, covenants or agreements contained in this Mortgage or implied therefrom are, to the extent permitted by law, expressly waived and released as a condition of, and as a consideration for, the execution of this Mortgage.

(b) The obligations, covenants and agreements of Agency contained herein shall not constitute or give rise to an obligation of the State of New York or Greene County, New York, and neither the State of New York nor Greene County, New York shall be liable thereon, and further such obligations, covenants and agreements shall not constitute or give rise to a general obligation of Agency, but rather shall constitute limited obligations of Agency payable solely from the revenues of Agency derived and to be derived from the lease, sale or other disposition of the Mortgaged Property (except for revenues derived by Agency with respect to the Unassigned Rights (as defined in the Subject Lease)).

(c) Notwithstanding any provision of this Mortgage to the contrary, Agency shall not be obligated to take any action pursuant to any provision hereof unless (1) Agency shall have been requested to do so in writing by Mortgagee, and (2) if compliance with such request is reasonably expected to result in the incurrence by Agency (or any of its members, officers, agents (other than Mortgagor), servants or employees) of any liability, fees, expenses or other costs, Agency shall have received security or indemnity and an agreement to defend and hold harmless Agency satisfactory to Agency for protection against all such liability, however remote, and for the reimbursement of all such fees, expenses and other costs.

Section 11.5 **No Amendment of Existing Collateral Security Documents**. Nothing contained herein shall be deemed to modify, amend, mortgage, pledge or assign any interest of Agency under any instruments securing or evidencing the obligations of Mortgagor under the PILOT Agreement (as defined in the Subject Lease), including, without limitation, the amounts and payments under the Promissory Note from Mortgagor to Agency dated May 1, 2003 in the amount of $800,000.00, the PILOT Mortgage, the Letter of Credit to be maintained under Section 5.12 of the Subject Lease, any proceeds and rights of Agency in and to Unassigned Rights (as defined in the Subject Lease), the rights of Agency to receive the payments due under Section 5.3(B) and Exhibit "H" of the Subject Lease and the rights of the Agency under the Tri-Party Letter Agreement (as defined in the Subject Lease) and any and all proceeds, cash, receivables, rights and interests of Agency under any of the foregoing or under any of the Financing Documents (as defined in the Subject Lease).

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IN WITNESS WHEREOF, Mortgagor and Agency have on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

MORTGAGOR:

NEW ATHENS GENERATING COMPANY, LLC, a Delaware limited liability company

By: _____
Name:
Title:

AGENCY:

GREENE COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York

By: _____
Name: Eric Hoglund
Title: Chairman

STATE OF _____)
) SS.:
COUNTY OF _____)

ON THE ____ DAY OF _____ IN THE YEAR 2018 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED _____, PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE INDIVIDUAL(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE INDIVIDUAL(S), OR THE PERSON UPON BEHALF OF WHICH THE INDIVIDUAL(S) ACTED, EXECUTED THE INSTRUMENT.

_____
(SIGNATURE AND OFFICE OF INDIVIDUAL TAKING ACKNOWLEDGMENT)

STATE OF _____)
) SS.:
COUNTY OF _____)

ON THE ____ DAY OF _____ IN THE YEAR 2018 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED _____, PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE INDIVIDUAL(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE INDIVIDUAL(S), OR THE PERSON UPON BEHALF OF WHICH THE INDIVIDUAL(S) ACTED, EXECUTED THE INSTRUMENT.

_____
(SIGNATURE AND OFFICE OF INDIVIDUAL TAKING ACKNOWLEDGMENT)

EXHIBIT A

LEGAL DESCRIPTION

Legal Description of premises located at 9300 US Highway 9W, Athens, Greene County, New York 12015:

[See Attached Pages for Legal Description]

EXHIBIT B

SUBJECT LEASE

The term "Subject Lease" shall mean the agreement of lease described in this Exhibit B. If more than one agreement of lease is described, the "Subject Lease" shall mean (a) each lease individually and (b) all such leases collectively.

That certain Amended and Restated Lease Agreement dated as of May 1, 2003, pursuant to which Mortgagor leases a portion of the Land from Agency, a memorandum of which was recorded May 30, 2003 with the County Clerk of Greene County, New York in Liber 1075, page 255, as assigned to New Athens Generating Company, LLC by Assignment and Assumption of Lease made by Athens Generating Company, L.P., dated as of August 16, 2004 and recorded December 16, 2004 with the County Clerk of Greene County, New York in Liber 1145, page 71.

EXHIBIT C

PERMITTED ENCUMBRANCES

Those exceptions from coverage set forth in [Schedule B, Part I] of that certain [Proforma] Loan Policy of Title Insurance Number [_____], dated [_____], 2018, issued to CLMG Corp. by Fidelity National Title Insurance Company with respect to insurance of the lien of this Mortgage.

FIRST LIEN SECURITY AGREEMENT

Dated as of [●], 2018

From

The Grantors referred to herein

as Grantors

to

CLMG Corp.

as First Lien Collateral Agent

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FIRST LIEN SECURITY AGREEMENT

FIRST LIEN SECURITY AGREEMENT dated as of [●], 2018, made by NEW MACH GEN, LLC, a Delaware limited liability company (the "***Borrower***"), and the other Persons listed on the signature pages hereof (the Borrower and the Persons so listed (other than the First Lien Collateral Agent) being, collectively, the "***Grantors***"), to CLMG CORP., as first lien collateral agent (in such capacity, together with any successor first lien collateral agent appointed pursuant to Section 7.8 of the Intercreditor Agreement (as hereinafter defined), the "***First Lien Collateral Agent***") for the First Lien Secured Parties (as defined in the Intercreditor Agreement).

PRELIMINARY STATEMENTS.

(1) The Borrower is a debtor in a pending case under chapter 11 of the Bankruptcy Code, jointly administered with the corresponding case of certain of its Subsidiaries (such cases together, the "***Chapter 11 Cases***"), in the United States Bankruptcy Court for the District of Delaware (the "***Bankruptcy Court***").

(2) The Borrower and Beal Bank USA are co-proponents of a prepackaged plan of reorganization of such debtors (the "***Plan of Reorganization***"), which Plan of Reorganization has been confirmed by the Bankruptcy Court by order dated [●], 2018.

(3) In order to satisfy certain conditions to effectiveness and consummation of the Plan of Reorganization, the Borrower and the Guarantors have entered into that certain Exit First Lien Credit and Guaranty Agreement, dated as of the date hereof (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "***First Lien Credit Agreement***"), with the First Lien Administrative Agent, the First Lien Collateral Agent and the banks, financial institutions and other institutional lenders party thereto from time to time, pursuant to which the First Lien Lenders party thereto have agreed to make available, effective upon consummation of the Plan of Reorganization, first lien secured credit facilities for the Borrower on the terms and conditions provided therein.

(4) The Grantors, the First Lien Collateral Agent, the Second Lien Collateral Agent, certain other parties and Citibank, N.A., as depositary agent, bank and securities intermediary (the "***Depositary***"), are parties to the Security Deposit Agreement, dated as of the date hereof (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "***Security Deposit Agreement***").

(5) The Grantors, the First Lien Administrative Agent, the First Lien Collateral Agent, the Second Lien Administrative Agent, the Second Lien Collateral Agent, the Second Lien LC Support Provider and the other Persons party thereto from time to time are parties to the Collateral Agency and Intercreditor Agreement dated as of the date hereof (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "***Intercreditor Agreement***") which sets forth certain agreements among the Secured Parties with respect to the Collateral and certain other matters relating to the Financing Documents.

(6) Each Grantor is the owner of the shares of stock or other Equity Interests (the "***Initial Pledged Equity***") set forth opposite such Grantor's name on and as otherwise described in Part I of Schedule I hereto and issued by the Persons named therein and of the indebtedness (the "***Initial Pledged Debt***") set forth opposite such Grantor's name on and as otherwise described in Part II of Schedule I hereto and issued by the obligors named therein. Each Grantor will derive substantial direct and indirect benefit from the transactions contemplated by the First Lien Documents.

(7) To secure the payment of the First Lien Secured Obligations and to otherwise implement the transactions set forth above, the Borrower, the Grantors and the First Lien Collateral Agent have agreed to the terms and conditions set forth herein.

(8) It is the intention of the parties hereto that this Agreement constitute a "First Lien Collateral Document" for purposes of and as defined in the Intercreditor Agreement.

(9) NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and obligations herein set forth and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Unless otherwise defined herein, terms defined in the Intercreditor Agreement and used herein (including, without limitation, in the preliminary statements to this Agreement) shall have the meanings specified therein. In addition, as used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and the plural form of the terms indicated):

"***Account Collateral***" has the meaning specified in Section 4(f).

"***Agreement***" means this First Lien Security Agreement, as amended.

"***Agreement Collateral***" has the meaning specified in Section 4(e).

"***Assigned Agreements***" has the meaning specified in Section 4(e).

"***Bankruptcy Court***" has the meaning specified in the preliminary statements to this Agreement.

"***Borrower***" has the meaning specified in the recital of parties to this Agreement.

"***Cash***" means money, currency or a credit balance in any demand account or deposit account.

"***Cash Equivalents***" has the meaning specified in the Security Deposit Agreement.

"***Chapter 11 Cases***" has the meaning specified in the preliminary statements to this Agreement.

"***Collateral***" has the meaning specified in Section 4.

"***Collateral Accounts***" means the "*Accounts*" as established and maintained pursuant to, and as defined in, the Security Deposit Agreement.

"***Commercial Tort Claims Collateral***" has the meaning specified in Section 4(h).

"***Computer Software***" has the meaning specified in Section 4(g)(iv).

"***Copyrights***" has the meaning specified in Section 4(g)(iii).

"***Depositary***" has the meaning specified in the preliminary statements to this Agreement.

"***Equipment***" has the meaning specified in Section 4(a).

"***First Lien Collateral Agent***" has the meaning specified in the recital of parties to this Agreement.

"***First Lien Credit Agreement***" has the meaning specified in the preliminary statements to this Agreement.

"***First Lien Secured Obligations***" has the meaning given to the term "First Lien Obligations" in the Intercreditor Agreement.

"***Grantors***" has the meaning specified in the recital of parties to this Agreement.

"***Guarantors***" mean, MACH Gen GP and each of the Project Companies.

"***Initial Pledged Debt***" has the meaning specified in the preliminary statements to this Agreement.

"***Initial Pledged Equity***" has the meaning specified in the preliminary statements to this Agreement.

"***Intellectual Property Collateral***" has the meaning specified in Section 4(g).

"***Intercreditor Agreement***" has the meaning specified in the preliminary statements to this Agreement.

"***Inventory***" has the meaning specified in Section 4(b).

"***IP Agreements***" has the meaning specified in Section 4(g)(viii).

"***MACH Gen GP***" means MACH Gen GP, LLC, a Delaware limited liability company.

"***Material Adverse Effect***" has the meaning specified in the First Lien Credit Agreement.

"***Patents***" has the meaning specified in Section 4(g)(i).

"***Plan of Reorganization***" has the meaning specified in the preliminary statements to this Agreement.

"***Pledged Account Bank***" has the meaning specified in Section 8(a).

"***Pledged Accounts***" means, with respect to any Grantor, the deposit accounts or securities/deposit accounts set forth opposite such Grantor's name on Schedule II hereto and any other deposit or securities/deposit accounts which are the subject of a Securities/Deposit Account Control Agreement.

"***Pledged Debt***" has the meaning specified in Section 4(d)(iv).

"***Pledged Equity***" has the meaning specified in Section 4(d)(iii).

"***Project Companies***" means Athens and Millennium.

"***Receivables***" has the meaning specified in Section 4(c).

"***Related Contracts***" has the meaning specified in Section 4(c).

"***Revenue Account***" has the meaning specified in the Security Deposit Agreement.

"***Securities Account Control Agreement***" has the meaning specified in Section 7(c).

"***Securities/Deposit Account Control Agreement***" has the meaning specified in Section 8(a).

"***Security Collateral***" has the meaning specified in Section 4(d).

"***Security Deposit Agreement***" has the meaning specified in the preliminary statements to this Agreement.

"***Trade Secrets***" has the meaning specified in Section 4(g)(v).

"***Trademarks***" has the meaning specified in Section 4(g)(ii).

"***UCC***" has the meaning specified in Section 3.

"***Uncertificated Security Control Agreement***" has the meaning specified in Section 7(b).

"***Unpledged Accounts***" has the meaning specified in Section 8(a).

Section 2. Computation of Time Periods; Other Definitional Provisions. In this Agreement, in the computation of periods of time from a specified date to a later specified date, the word "*from*" means "*from and including*" and the words "*to*" and "*until*" each mean "*to but excluding*." References in this Agreement to an agreement or contract "*as amended*" shall mean and be a reference to such agreement or contract as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms and the terms of the Financing Documents. References to "Sections," "Exhibits" and "Schedules" shall be to Sections, Exhibits and Schedules, as the case may be, of this Agreement unless otherwise specifically provided.

Section 3. Uniform Commercial Code Definitions. Unless otherwise defined in this Agreement or in the Intercreditor Agreement, terms, whether capitalized or in lower case, defined in Article 8 or 9 of the UCC (as defined below) are used in this Agreement as such terms are defined in such Article 8 or 9. "***UCC***" means the Uniform Commercial Code as in effect from time to time in the State of New York; *provided* that, if perfection or the effect of perfection or non-perfection or the priority of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, "***UCC***" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

Section 4. Grant of Security. To secure the prompt payment when due (whether by acceleration or otherwise) of all of the First Lien Secured Obligations, each Grantor hereby grants to the First Lien Collateral Agent, for the ratable benefit of the First Lien Secured Parties, a security interest in such Grantor's right, title and interest in and to the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising (collectively, the "***Collateral***"):

(a) all equipment in all of its forms, including, without limitation, all machinery, tools, furniture and fixtures, and all parts thereof and all accessions thereto, including, without limitation, computer programs and supporting information that constitute equipment within the meaning of the UCC (any and all such property, excluding motor vehicles, vessels and aircraft, being the "***Equipment***");

(b) all other goods, including all inventory in all of its forms, including, without limitation, (i) all raw materials, work in process, finished goods and materials used or consumed in the manufacture, production, preparation or shipping thereof, (ii) goods in which such Grantor has an interest in mass or a joint or other interest or right of any kind (including, without limitation, goods in which such Grantor has an interest or right as consignee) and (iii) goods that are returned to or repossessed or stopped in transit by such Grantor, and all accessions thereto and products thereof and documents therefor, including, without limitation, computer programs and

supporting information that constitute inventory within the meaning of the UCC (any and all such property being the "***Inventory***");

(c) all accounts (including, without limitation, health-care-insurance receivables), chattel paper (including, without limitation, tangible chattel paper and electronic chattel paper), instruments (including, without limitation, promissory notes), deposit accounts, letter-of-credit rights, general intangibles (including, without limitation, payment intangibles) and other obligations of any kind, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services and whether or not earned by performance, and all rights now or hereafter existing in and to all supporting obligations and in and to all security agreements, mortgages, Liens, leases, letters of credit and other contracts securing or otherwise relating to the foregoing property (any and all of such accounts, chattel paper, instruments, deposit accounts, letter-of-credit rights, general intangibles and other obligations, to the extent not referred to in clause (d), (e) or (f) below, being the "***Receivables***," and any and all such supporting obligations, security agreements, mortgages, Liens, leases, letters of credit and other contracts being the "***Related Contracts***");

(d) the following (collectively, the "***Security Collateral***"):

(i) the Initial Pledged Equity and the certificates, if any, representing the Initial Pledged Equity, and all dividends, distributions, return of capital, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Initial Pledged Equity and all warrants, rights or options issued thereon or with respect thereto;

(ii) the Initial Pledged Debt and the instruments, if any, evidencing the Initial Pledged Debt, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Initial Pledged Debt;

(iii) all additional shares of stock and other Equity Interests from time to time acquired by such Grantor in any manner (such shares and other Equity Interests, together with the Initial Pledged Equity, being the "***Pledged Equity***"), and the certificates, if any, representing such additional shares or other Equity Interests, and all dividends, distributions, return of capital, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares or other Equity Interests and all warrants, rights or options issued thereon or with respect thereto;

(iv) all additional indebtedness from time to time owed to such Grantor (such indebtedness, together with the Initial Pledged Debt, being the "***Pledged Debt***") and the instruments, if any, evidencing such indebtedness, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness; and

(v) all investment property (including, without limitation, all (A) securities, whether certificated or uncertificated, (B) security entitlements, (C) securities accounts, (D) commodity contracts and (E) commodity accounts) in which such Grantor has now, or acquires from time to time hereafter, any right, title or interest in any manner, and the certificates or instruments, if any, representing or evidencing such investment property, and all dividends, distributions, return of capital, interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in

exchange for any or all of such investment property and all warrants, rights or options issued thereon or with respect thereto;

(e) all agreements, contracts and documents, including each Hedge Agreement and each Commodity Hedge and Power Sale Agreement to which such Grantor is now or may hereafter become a party, in each case as such agreements may be amended, amended and restated, supplemented or otherwise modified from time to time (collectively, the "***Assigned Agreements***"), including, without limitation, (i) all rights of such Grantor to receive moneys due and to become due under or pursuant to the Assigned Agreements, (ii) all rights of such Grantor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, (iii) claims of such Grantor for damages arising out of or for breach of or default under the Assigned Agreements and (iv) the right of such Grantor to terminate the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder (all such Collateral being the "***Agreement Collateral***");

(f) the following (collectively, the "***Account Collateral***"):

(i) the Pledged Accounts, the Collateral Accounts and all funds and financial assets from time to time credited thereto (including, without limitation, all Cash Equivalents), and all certificates and instruments, if any, from time to time representing or evidencing the Pledged Accounts or the Collateral Accounts;

(ii) all promissory notes, certificates of deposit, checks and other instruments from time to time delivered to or otherwise possessed by the First Lien Collateral Agent for or on behalf of such Grantor in substitution for or in addition to any or all of the then existing Account Collateral; and

(iii) all interest, dividends, distributions, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the then existing Account Collateral;

(g) the following (collectively, the "***Intellectual Property Collateral***"):

(i) all patents, patent applications, utility models and statutory invention registrations, all inventions claimed or disclosed therein and all improvements thereto ("***Patents***");

(ii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together, in each case, with the goodwill symbolized thereby ("***Trademarks***");

(iii) all copyrights, including, without limitation, copyrights in Computer Software (as hereinafter defined), internet web sites and the content thereof, whether registered or unregistered ("***Copyrights***");

(iv) all computer software, programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware and documentation and materials relating thereto, together with any and all maintenance rights, service rights, programming rights, hosting rights, test rights, improvement rights, renewal rights and indemnification rights and any substitutions, replacements,

improvements, error corrections, updates and new versions of any of the foregoing ("***Computer Software***");

(v) all confidential and proprietary information, including, without limitation, know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, databases and data, including, without limitation, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information (collectively, "***Trade Secrets***"), and all other intellectual, industrial and intangible property of any type, including, without limitation, industrial designs and mask works;

(vi) all registrations and applications for registration for any of the foregoing, including, without limitation, those registrations and applications for registration, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

(vii) all tangible embodiments of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(viii) all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary ("***IP Agreements***"); and

(ix) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

(h) all commercial tort claims (the "***Commercial Tort Claims Collateral***");

(i) all books and records (including, without limitation, customer lists, credit files, printouts and other computer output materials and records) of such Grantor pertaining to any of the Collateral; and

(j) all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral (including, without limitation, proceeds, collateral and supporting obligations that constitute property of the types described in clauses (a) through (i) of this Section 4) and, to the extent not otherwise included, all (A) payments under insurance (whether or not the First Lien Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral, and (B) Cash.

Each Grantor and the First Lien Collateral Agent hereby acknowledge and agree that (i) the Collateral shall not include and no security interest is granted in any Excluded Property and (ii) the Liens created hereby in the Collateral are not, in and of themselves, to be construed as a grant of a fee instrument (as opposed to a Lien) in any Copyrights, Patents or Trademarks.

Section 5. Security for Obligations. Without limiting the generality of the foregoing, this Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the First Lien Secured Obligations and would be owed by such Grantor to any First Lien Secured Party

under the First Lien Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

Section 6. Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each Grantor shall remain liable under the contracts and agreements included in such Grantor's Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the First Lien Collateral Agent of any of the rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral and (c) no First Lien Secured Party shall have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement or any other First Lien Secured Document, nor shall any First Lien Secured Party be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

Section 7. Delivery and Control of Security Collateral.

(a) All certificates or instruments representing or evidencing Security Collateral shall be delivered to (or have previously been delivered to) and held by or on behalf of the First Lien Collateral Agent pursuant hereto and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the First Lien Collateral Agent. From and after the occurrence of and during the continuance of a First Lien Event of Default, the First Lien Collateral Agent shall, subject to the terms of such Security Collateral, have the right to exchange certificates or instruments representing or evidencing Security Collateral for certificates or instruments of smaller or larger denominations.

(b) With respect to any Security Collateral that constitutes an uncertificated security, the relevant Grantor will cause the issuer thereof either (i) to register the First Lien Collateral Agent as the registered owner of such security or (ii) to agree with such Grantor and the First Lien Collateral Agent that such issuer will comply with instructions with respect to such security originated by the First Lien Collateral Agent without further consent of such Grantor, such agreement to be in form and substance satisfactory to the First Lien Collateral Agent (such agreement being an "***Uncertificated Security Control Agreement***").

(c) With respect to any Security Collateral that constitutes a security entitlement with an aggregate value in excess of $2,500,000 at any time as to which the financial institution acting as First Lien Collateral Agent hereunder is not the securities intermediary, the relevant Grantor will cause the securities intermediary with respect to such security entitlement either (i) to identify in its records the First Lien Collateral Agent as the entitlement holder thereof or (ii) to agree with such Grantor and the First Lien Collateral Agent that such securities intermediary will comply with entitlement orders originated by the First Lien Collateral Agent without further consent of such Grantor, such agreement to be in form and substance satisfactory to the First Lien Collateral Agent (a "***Securities Account Control Agreement***").

(d) The First Lien Collateral Agent shall have the right, at any time in its discretion and without notice to any Grantor, to transfer to or to register in the name of the First Lien Collateral Agent or any of its nominees any or all of the Security Collateral, subject only to the terms of the Security Deposit Agreement and the revocable rights specified in Section 12(a).

(e) From and after the occurrence of and during the continuance of a First Lien Event of Default, upon the request of the First Lien Collateral Agent, each Grantor will notify each issuer of Security Collateral granted by it hereunder that such Security Collateral is subject to the security interest granted hereunder.

Section 8. Maintaining the Account Collateral. Prior to the Discharge of First Lien Obligations:

(a) Each Grantor will maintain deposit accounts and securities/deposit accounts (other than Counterparty Collateral Accounts (as defined in the First Lien Credit Agreement)) only with the Depositary in accordance with the terms of the Security Deposit Agreement, with the financial institution acting as First Lien Collateral Agent hereunder or with a bank (a "***Pledged Account Bank***") that has agreed with such Grantor and the First Lien Collateral Agent to comply with instructions originated by the First Lien Collateral Agent directing the disposition of funds in such deposit account or securities/deposit account without the further consent of such Grantor, such agreement to be in form and substance satisfactory to the First Lien Collateral Agent (a "***Securities/Deposit Account Control Agreement***"), *provided that* no Securities/Deposit Account Control Agreement shall be required in respect of any Local Account (as defined in the Security Deposit Agreement) permitted under the Security Deposit Agreement to the extent the amount on deposit in, or credited to, such account does not exceed $1,000,000 (any such Local Accounts, the "***Unpledged Accounts***").

(b) Each Grantor will instruct each Pledged Account Bank to transfer to the Revenue Account, at the end of each Business Day, in same day funds, an amount equal to the amount by which the credit balance of the Pledged Account at such Pledged Account Bank exceeds $500,000. If any Grantor shall fail to give any instructions to any Pledged Account Bank, the First Lien Collateral Agent may do so without further notice to any Grantor.

(c) Each Grantor may draw checks on, and otherwise transfer or withdraw amounts from, the Pledged Accounts in such amounts as may be required in the ordinary course of business.

(d) Upon any termination by a Grantor of any Pledged Account, such Grantor will immediately transfer all funds and Property held in such terminated Pledged Account to another Pledged Account or the Revenue Account.

(e) From and after the occurrence of and during the continuance of a First Lien Event of Default, upon the request of the First Lien Collateral Agent, each Grantor agrees to terminate any or all Pledged Accounts and Securities/Deposit Account Control Agreements.

(f) The First Lien Collateral Agent may, at any time and without notice to, or consent from, the Grantor, transfer, or direct the transfer of, funds from the Pledged Accounts to satisfy the Grantor's obligations under the First Lien Documents if any payment default that is a First Lien Event of Default shall have occurred and be continuing.

Section 9. Representations and Warranties. Each Grantor represents and warrants to the First Lien Collateral Agent as follows:

(a) Such Grantor's exact legal name, location, chief executive office, type of organization, jurisdiction of organization and organizational identification number is set forth in Schedule III hereto.

(b) All of the material Equipment and material Inventory of such Grantor (other than material Equipment in transit or in the possession of third parties in the ordinary course of business) are located at the places specified therefor in Schedule IV hereto.

(c) None of the Receivables or Agreement Collateral that has a value in excess of $300,000 individually or $2,000,000 in the aggregate is evidenced by a promissory note or other instrument that has not been delivered to the First Lien Collateral Agent.

(d) If such Grantor is an issuer of Security Collateral, such Grantor confirms that it has received notice of the security interest granted hereunder.

(e) The Initial Pledged Equity pledged by such Grantor constitutes the percentage of the issued and outstanding Equity Interests of the issuers thereof indicated on Schedule I hereto. The Initial Pledged Debt constitutes all of the outstanding indebtedness for borrowed money owed to such Grantor by the issuers thereof and is outstanding in the principal amount indicated on Schedule I hereto.

(f) Such Grantor has no deposit accounts, other than the Collateral Accounts and the Pledged Accounts listed on Schedule II hereto, the Counterparty Collateral Accounts, the Unpledged Accounts and additional Pledged Accounts as to which such Grantor has complied with the applicable requirements of Section 8.

(g) Such Grantor is not a beneficiary or assignee under any letter of credit with a face amount greater than $2,000,000, other than as described in Schedule V hereto and additional letters of credit as to which such Grantor has complied with the requirements of Section 14.

Section 10. Further Assurances.

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, such Grantor will promptly execute and deliver, or otherwise authenticate, all further instruments and documents, and take all further action that may be necessary, or that the First Lien Collateral Agent may reasonably request, in order to perfect and protect any pledge or security interest granted or purported to be granted by such Grantor hereunder or to enable the First Lien Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral of such Grantor. Without limiting the generality of the foregoing, each Grantor will promptly with respect to Collateral of such Grantor: (i) if any such Collateral shall be evidenced by a promissory note or other instrument or chattel paper having a stated value in excess of $300,000 individually or $2,000,000 in the aggregate, deliver and pledge to the First Lien Collateral Agent hereunder such note or instrument or chattel paper duly indorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to the First Lien Collateral Agent; (ii) file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary, or as the First Lien Collateral Agent may reasonably request, in order to perfect and preserve the security interest granted or purported to be granted by such Grantor hereunder, and the First Lien Collateral Agent hereby authorizes such Grantor to make such filings; and (iii) deliver to the First Lien Collateral Agent evidence that all other actions that the First Lien Collateral Agent may deem reasonably necessary in order to perfect and protect the security interest granted or purported to be granted by such Grantor under this Agreement has been taken.

(b) Each Grantor hereby authorizes the First Lien Collateral Agent to file one or more financing or continuation statements, and amendments thereto, including, without limitation, one or more financing statements indicating that such financing statements cover all assets or all personal property, whether now owned or hereafter acquired or arising, (or words of similar effect) of such Grantor, regardless of whether any particular asset described in such financing statements falls within the scope of the UCC or the granting clause of this Agreement. A photocopy or other reproduction of this Agreement shall be sufficient as a financing statement where permitted by law. Each Grantor ratifies its authorization for the First Lien Collateral Agent to have filed such financing statements, continuation statements or amendments filed prior to the date hereof.

Section 11. Post-Closing Changes; Collections on Assigned Agreements, Receivables and Related Contracts.

(a) No Grantor will change its name, type of organization, jurisdiction of organization, organizational identification number or location from those set forth in Section 9(a) of this Agreement without first giving at least 30 days' prior written notice to the First Lien Collateral Agent and taking all action reasonably requested by the First Lien Collateral Agent for the purpose of perfecting or protecting the security interest granted by this Agreement. Each Grantor will hold and preserve its records relating to the Collateral, including, without limitation, the Assigned Agreements and Related Contracts, and will permit representatives of the First Lien Collateral Agent at any time upon reasonable notice and during normal business hours to inspect and make abstracts from such records and other documents. If any Grantor does not have an organizational identification number and later obtains one, it will forthwith notify the First Lien Collateral Agent of such organizational identification number.

(b) Except as otherwise provided in this Section 11(b), each Grantor will continue to collect, at its own expense, all amounts due or to become due such Grantor under the Assigned Agreements, Receivables and Related Contracts. In connection with such collections, such Grantor may take such action as such Grantor may deem necessary or advisable to enforce collection of the Assigned Agreements, Receivables and Related Contracts; *provided*, *however*, that the First Lien Collateral Agent shall have the right, upon the occurrence and during the continuance of a First Lien Event of Default and upon written notice to such Grantor of its intention to do so, to notify the Obligors under any Assigned Agreements, Receivables and Related Contracts of the assignment of such Assigned Agreements, Receivables and Related Contracts to the First Lien Collateral Agent and to direct such Obligors to make payment of all amounts due or to become due to such Grantor thereunder directly to the First Lien Collateral Agent and, upon such notification and at the expense of such Grantor, to enforce collection of any such Assigned Agreements, Receivables and Related Contracts, to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done, and to otherwise exercise all rights with respect to such Assigned Agreements, Receivables and Related Contracts, including, without limitation, those set forth set forth in Section 9-607 of the UCC. After receipt by any Grantor of the notice from the First Lien Collateral Agent referred to in the proviso to the preceding sentence, (i) all amounts and proceeds (including, without limitation, instruments) received by such Grantor in respect of the Assigned Agreements, Receivables and Related Contracts of such Grantor shall be received in trust for the benefit of the First Lien Collateral Agent hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the First Lien Collateral Agent in the same form as so received (with any necessary indorsement) to be deposited in the Revenue Account for application in accordance with the Security Deposit Agreement and (ii) such Grantor will not adjust, settle or compromise the amount or payment of any Receivable or amount due on any Assigned Agreement or Related Contract, release wholly or partly any Obligor thereof or allow any credit or discount thereon. No Grantor will consent to the subordination of its right to payment under any of the Assigned Agreements, Receivables and Related Contracts to any other indebtedness or obligations of the Obligor thereof except as could not be reasonably be expected to have a Material Adverse Effect.

Section 12. Voting Rights; Dividends; Etc. (a) So long as no First Lien Event of Default shall have occurred and be continuing and until such time as such Grantor has received notice from the First Lien Collateral Agent directing such Grantor to cease exercising the rights set out in this Section 12(a):

(i) Each Grantor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Security Collateral of such Grantor or any part thereof for any purpose not inconsistent with the terms of this Agreement or the other First Lien Documents.

(ii) Each Grantor shall be entitled to receive and retain any and all dividends, interest and other distributions paid in respect of the Security Collateral of such Grantor if and to the extent that the payment thereof is not otherwise prohibited by the terms of the First Lien Documents; *provided*, *however*, that any and all

(A) dividends, interest and other distributions paid or payable other than in cash in respect of, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Security Collateral shall be, and shall be forthwith delivered to the First Lien Collateral Agent to hold as, Security Collateral and shall, if received by such Grantor, be received in trust for the benefit of the First Lien Collateral Agent, be segregated from the other property or funds of such Grantor and be forthwith delivered to the First Lien Collateral Agent as Security Collateral in the same form as so received (with any necessary indorsement),

(B) dividends and other distributions paid or payable in cash in respect of any Security Collateral in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid in surplus shall be deposited in the Revenue Account or such other account as provided for in the Security Deposit Agreement, and

(C) cash paid, payable or otherwise distributed in respect of principal of, or in redemption of, or in exchange for, any Security Collateral shall be deposited in the Revenue Account or such other account as provided for in the Security Deposit Agreement.

(iii) The First Lien Collateral Agent will execute and deliver (or cause to be executed and delivered) to each Grantor all such proxies and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and other rights that it is entitled to exercise pursuant to paragraph (i) above and to receive the dividends or interest payments that it is authorized to receive and retain pursuant to paragraph (ii) above.

(b) Upon the occurrence and during the continuance of a First Lien Event of Default:

(i) All rights of each Grantor (A) to exercise or refrain from exercising the voting and other consensual rights that it would otherwise be entitled to exercise pursuant to Section 12(a)(i) shall, upon notice to such Grantor by the First Lien Collateral Agent, cease and (B) to receive the dividends, interest and other distributions that it would otherwise be authorized to receive and retain pursuant to Section 12(a)(ii) shall automatically cease, and all such rights shall thereupon become vested in the First Lien Collateral Agent, which shall thereupon have the sole right to exercise or refrain from exercising such voting and other consensual rights and to receive and hold as Security Collateral such dividends, interest and other distributions.

(ii) All dividends, interest and other distributions that are received by any Grantor contrary to the provisions of Section 12(b)(i) of this Section 12(b) shall be received in trust for the benefit of the First Lien Collateral Agent, shall be segregated

from other funds of such Grantor and shall be forthwith paid over to the First Lien Collateral Agent as Security Collateral in the same form as so received (with any necessary indorsement).

Section 13. As to the Assigned Agreements. (a) Each Grantor hereby consents on its behalf to the assignment and pledge to the First Lien Collateral Agent for benefit of the First Lien Secured Parties of each Assigned Agreement to which it is a party by any other Grantor hereunder.

(b) Each Grantor agrees, and has effectively so instructed each other party to each Assigned Agreement to which it is a party, that all payments due or to become due under or in connection with such Assigned Agreement will be made directly to the Revenue Account.

Section 14. As to Letter-of-Credit Rights. (a) Each Grantor, by granting a security interest in its Receivables consisting of letter-of-credit rights to the First Lien Collateral Agent, intends to (and hereby does) assign to the First Lien Collateral Agent its rights (including its contingent rights) to the proceeds of all Related Contracts consisting of letters of credit of which it is or hereafter becomes a beneficiary or assignee. Each Grantor will promptly use its commercially reasonable efforts to cause the issuer of each letter of credit with a face amount greater than $2,000,000 and each nominated person (if any) with respect thereto to consent to such assignment of the proceeds thereof pursuant to a consent in form and substance reasonably satisfactory to the First Lien Collateral Agent and deliver written evidence of such consent to the First Lien Collateral Agent.

(b) Upon the occurrence of a First Lien Event of Default, each Grantor will, promptly upon request by the First Lien Collateral Agent (i) notify (and such Grantor hereby authorizes the First Lien Collateral Agent to notify) the issuer and each nominated person with respect to each of the Related Contracts consisting of letters of credit that the proceeds thereof have been assigned to the First Lien Collateral Agent hereunder and any payments due or to become due in respect thereof are to be made directly to the First Lien Collateral Agent or its designee and (ii) arrange for the First Lien Collateral Agent to become the transferee beneficiary of letter of credit.

Section 15. First Lien Collateral Agent Appointed Attorney in Fact. Each Grantor hereby irrevocably appoints the First Lien Collateral Agent such Grantor's attorney in fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time, upon the occurrence and during the continuance of a First Lien Event of Default, in the First Lien Collateral Agent's discretion, to take any action and to execute any instrument that the First Lien Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral,

(b) to receive, indorse and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a), and

(c) to file any claims or take any action or institute any proceedings that the First Lien Collateral Agent may deem necessary for the collection of any of the Collateral or otherwise to enforce compliance with the terms and conditions of any Assigned Agreement or the rights of the First Lien Collateral Agent with respect to any of the Collateral.

Section 16. First Lien Collateral Agent May Perform. If any Grantor fails to perform any agreement contained herein, the First Lien Collateral Agent may, but without any obligation to do so

and without notice, itself perform, or cause performance of, such agreement, and the expenses of the First Lien Collateral Agent incurred in connection therewith shall be payable by such Grantor under Section 7.10 of the Intercreditor Agreement.

Section 17. The First Lien Collateral Agent's Duties. The powers conferred on the First Lien Collateral Agent hereunder are solely to protect the First Lien Secured Parties' interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the First Lien Collateral Agent shall have no duty as to any Collateral, as to ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Collateral, whether or not any First Lien Secured Party has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Collateral. The First Lien Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which it accords its own property.

Section 18. Remedies. If any First Lien Event of Default shall have occurred and be continuing:

(a) The First Lien Collateral Agent may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a first lien secured party upon default under the UCC (whether or not the UCC applies to the affected Collateral) and also may: (i) require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the First Lien Collateral Agent forthwith, assemble all or part of the Collateral as directed by the First Lien Collateral Agent and make it available to the First Lien Collateral Agent at a place and time to be designated by the First Lien Collateral Agent that is reasonably convenient to both parties; (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the First Lien Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the First Lien Collateral Agent may deem commercially reasonable; (iii) occupy any premises owned or leased by any of the Grantors where the Collateral or any part thereof is assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to such Grantor in respect of such occupation; and (iv) exercise any and all rights and remedies of any of the Grantors under or in connection with the Collateral, or otherwise in respect of the Collateral, including, without limitation, (A) any and all rights of such Grantor to demand or otherwise require payment of any amount under, or performance of any provision of, the Assigned Agreements, the Receivables, the Related Contracts and the other Collateral, (B) withdraw, or cause or direct the withdrawal, of all funds with respect to the Account Collateral and (C) exercise all other rights and remedies with respect to the Assigned Agreements, the Receivables, the Related Contracts and the other Collateral, including, without limitation, those set forth in Section 9-607 of the UCC. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The First Lien Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The First Lien Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Any cash held by or on behalf of the First Lien Collateral Agent and all cash proceeds received by or on behalf of the First Lien Collateral Agent in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of

the First Lien Collateral Agent, be held by the First Lien Collateral Agent as collateral and shall be applied by the First Lien Collateral Agent in accordance with the provisions of the Intercreditor Agreement.

(c) The First Lien Collateral Agent may, without notice to any Grantor except as required by law and at any time or from time to time, charge, set off and otherwise apply all or any part of the First Lien Secured Obligations against any funds held with respect to the Account Collateral or in any other deposit account.

(d) The First Lien Collateral Agent may send to each bank, securities intermediary or issuer party to any Securities/Deposit Account Control Agreement, Securities Account Control Agreement or Uncertificated Security Control Agreement a "*Notice of Exclusive Control*" as defined in and under such Agreement.

(e) In the event of any sale or other disposition of any of the Intellectual Property Collateral of any Grantor, the goodwill symbolized by any Trademarks subject to such sale or other disposition shall be included therein, and such Grantor shall supply to the First Lien Collateral Agent or its designee such Grantor's know-how and expertise, and documents and things relating to any Intellectual Property Collateral subject to such sale or other disposition, and such Grantor's customer lists and other records and documents relating to such Intellectual Property Collateral and to the manufacture, distribution, advertising and sale of products and services of such Grantor.

Each Grantor agrees that a breach by any Grantor of any of the covenants contained in this Agreement will cause irreparable injury to the Secured Parties, that the Collateral Agent has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Agreement shall be specifically enforceable against such Grantor. Each Grantor waives and hereby agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Secured Obligations becoming due and payable prior to their stated maturities. Nothing in this Section 18 shall in any way limit the rights of the Collateral Agent hereunder.

Section 19. Amendments; Waivers; Etc. (a) No amendment or waiver of any provision of this Agreement, and no consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the First Lien Collateral Agent and each Grantor, in the case of any amendment, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the First Lien Collateral Agent or any other First Lien Secured Party to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

(b) Notwithstanding the other provisions of this Agreement, the Grantors and the First Lien Collateral Agent may (but shall have no obligation to) amend or supplement this Agreement or the Collateral Documents without the consent of any First Lien Secured Party: (i) to cure any ambiguity, defect or inconsistency; (ii) to make any change that would provide any additional rights or benefits to the Second Lien Secured Parties; or (iii) to make, complete or confirm any grant of Collateral permitted or required by this Agreement or any of the Collateral Documents or any release of any Collateral that is otherwise permitted under the terms of this Agreement and the Financing Documents.

Section 20. Notices, Etc. All notices and other communications provided for hereunder shall be either (i) in writing (including telecopier communication) and mailed, telecopied or otherwise delivered or (ii) by electronic mail (if electronic mail addresses are designated as provided

below) confirmed immediately in writing, in the case of the Borrower or the First Lien Collateral Agent, addressed to it at its address specified in the Intercreditor Agreement and, in the case of each Grantor other than the Borrower, addressed to it at its address set forth opposite such Grantor's name on the signature pages hereto; or, as to any party, at such other address as shall be designated by such party in a written notice to the other parties. All such notices and other communications shall, when mailed, telecopied, sent by electronic mail or otherwise, be effective when deposited in the mails, telecopied, sent by electronic mail and confirmed in writing, or otherwise delivered (or confirmed by a signed receipt), respectively, addressed as aforesaid; except that notices and other communications to the First Lien Collateral Agent shall not be effective until received by the First Lien Collateral Agent. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this Agreement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

Section 21. Continuing Security Interest; Assignments under the First Lien Credit Agreement. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the of the Discharge of First Lien Obligations, (b) be binding upon each Grantor, its successors and assigns and (c) inure, together with the rights and remedies of the First Lien Collateral Agent hereunder, to the benefit of the First Lien Secured Parties and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), any First Lien Secured Party may assign or otherwise transfer all or any portion of its rights and obligations under the First Lien Documents (including, without limitation, all or any portion of its Commitments, the First Lien Loans owing to it and any promissory note held by it) to any other Person subject to the terms of the First Lien Documents, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such First Lien Secured Party herein or otherwise.

Section 22. Intercreditor Agreement Controls. In the event of any conflict between the provisions set forth in this Agreement and those set forth in the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall supersede and control the terms and provisions of this Agreement. In the event the First Lien Collateral Agent decides, or is required, to take any action hereunder, it shall take such action only in accordance with the terms and provisions of the Intercreditor Agreement.

Section 23. The Mortgages. In the event that any of the Collateral hereunder is also subject to a valid and enforceable Lien under the terms of any First Lien Mortgage and the terms of such First Lien Mortgage are inconsistent with the terms of this Agreement, then, with respect to such Collateral, the terms of such First Lien Mortgage shall be controlling in the case of fixtures and real estate leases, letting and licenses of, and contract and agreements relating to the lease of, real property, and the terms of this Agreement shall be controlling in the case of all other Collateral.

Section 24. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be effective as delivery of an original executed counterpart of this Agreement.

Section 25. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 26. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all agreements entered into prior to the date hereof with respect to the subject matter hereof.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, each Grantor and the First Lien Collateral Agent has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS

NEW MACH GEN, LLC

By: _____
Name:
Title:

MACH GEN, LLC

By: _____
Name:
Title:

NEW ATHENS GENERATING COMPANY, LLC

By: _____
Name:
Title:

MILLENNIUM POWER PARTNERS, L.P.

By: _____
Name:
Title:

MACH GEN GP, LLC

By: _____
Name:
Title:

FIRST LIEN COLLATERAL AGENT

CLMG CORP.

By: _____
Name: James Erwin
Title: President

SCHEDULE I
TO
FIRST LIEN SECURITY AGREEMENT

INVESTMENT PROPERTY

Part I – Initial Pledged Shares

Grantor	Issuer	Class of Equity Interest	Par Value	Certificate Numbers	Number of Units / Partnership Interest	Percentage of Outstanding Units / Partnership Interest
MACH Gen, LLC	New MACH Gen, LLC	Common	$0.01	1	100	100.0%
New MACH Gen, LLC	New Athens Generating Company, LLC	Common	$0.01	4	100	100.0%
MACH Gen GP, LLC	Millennium Power Partners, L.P.	Common	$0.01	5	99.5	99.5%
New MACH Gen, LLC	Millennium Power Partners, L.P.	Common	$0.01	7	0.5	0.5%
New MACH Gen, LLC	MACH Gen GP, LLC	Common	$0.01	1	100	100.0%

Part II – Initial Pledged Debt

Grantor	Debt Issuer	Description of Debt	Debt Certificate Numbers	Final Maturity	Outstanding Principal Amount
New MACH GEN, LLC	Millennium Power Partners, L.P.	Intercompany Note dated April 28, 2014	N/A	N/A	$0
New MACH GEN, LLC	Millennium Power Partners, L.P.	Intercompany Note dated April 28, 2014	N/A	N/A	$0
New MACH GEN, LLC	New Athens Generating Company, LLC	Intercompany Note dated April 28, 2014	N/A	N/A	$0

Part III – Other Investment Property

Grantor	Issuer	Name of Investment	Certificate Numbers	Amount	Other Identification
None	None	None	None	None	None

SCHEDULE II
TO
FIRST LIEN SECURITY AGREEMENT

PLEDGED ACCOUNTS[1]

None.

[1] NOTE TO DRAFT: To be updated on the date hereof, if necessary.

SCHEDULE III
TO
FIRST LIEN SECURITY AGREEMENT

LOCATION, CHIEF EXECUTIVE OFFICE, TYPE OF ORGANIZATION, JURISDICTION OF ORGANIZATION AND ORGANIZATIONAL IDENTIFICATION NUMBER

New MACH Gen, LLC
1780 Hughes Landing, Suite 800
The Woodlands, TX 77380
Formation Jurisdiction: Delaware
Tax ID: 20-1306738

MACH Gen, LLC
1780 Hughes Landing, Suite 800
The Woodlands, TX 77380
Formation Jurisdiction: Delaware
Tax ID: 20-1306738

New Athens Generating Company, LLC
9300 US Highway 9W
Athens, NY 12015
Formation Jurisdiction: Delaware
Tax ID: 65-1230156

Millennium Power Partners, L.P.
10 Sherwood Lane
Charlton, MA 01507
Formation Jurisdiction: Delaware
Tax ID: 52-1756688

MACH Gen GP, LLC
10 Sherwood Lane
Charlton, MA 01507
Formation Jurisdiction: Delaware
Tax ID: 20-1306738

SCHEDULE IV
TO
FIRST LIEN SECURITY AGREEMENT

LOCATION OF EQUIPMENT AND INVENTORY[2]

New Athens Generating Company, LLC
9300 US Highway 9W
Athens, NY 12015

Millennium Power Partners, L.P.
10 Sherwood Lane
Charlton, MA 01507

[2] NOTE TO DRAFT: To be updated on the date hereof, if necessary.

SCHEDULE V
TO
FIRST LIEN SECURITY AGREEMENT

LETTERS OF CREDIT[3]

1. LC #
Issuing bank:
Beneficiary:
Amount: $[●]
Issuance date: [●]
Expiry date: [●]
Purpose:

[3] NOTE TO DRAFT: To be completed on the date hereof.

SECURITY DEPOSIT AGREEMENT

Dated as of [__], 2018

by and among

NEW MACH GEN, LLC,
as Borrower,

the GUARANTORS,
from time to time party hereto,

CLMG CORP.,
as First Lien Collateral Agent,

TALEN INVESTMENT CORPORATION,
as Second Lien Collateral Agent,

and

CITIBANK, N.A.,
as Depositary

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SECURITY DEPOSIT AGREEMENT

This **SECURITY DEPOSIT AGREEMENT**, dated as of [__], 2018, is entered into among NEW MACH GEN, LLC, a Delaware limited liability company (the "***Borrower***"), each Guarantor (as defined below), CLMG CORP., in its capacity as First Lien Collateral Agent (as defined below) for the First Lien Secured Parties, TALEN INVESTMENT CORPORATION, in its capacity as Second Lien Collateral Agent (as defined below) for the Second Lien Secured Parties, and CITIBANK, N.A., in its capacities as depositary agent, bank and securities intermediary (in such capacities, and including its successors and assigns in such capacities, the "***Depositary***"). Capitalized terms used in this Agreement have the meanings assigned to such terms in Article I below.

PRELIMINARY STATEMENTS

(1) The Borrower is a debtor in a pending case under chapter 11 of the Bankruptcy Code, jointly administered with the corresponding cases of certain of its Subsidiaries, including its directly and indirectly wholly-owned subsidiaries, New Harquahala Generating Company, LLC, a Delaware limited liability company ("***Harquahala***"), New Athens Generating Company, LLC, a Delaware limited liability company ("***Athens***"), and Millennium Power Partners, L.P., a Delaware limited partnership ("***Millennium***", and together with Athens, the "***Project Companies***"), in the United States Bankruptcy Court for the District of Delaware (the "***Bankruptcy Court***").

(2) The Borrower and Beal Bank USA are co-proponents of a joint prepackaged plan of reorganization of the Loan Parties (the "***Plan of Reorganization***"), which Plan of Reorganization has been confirmed by the Bankruptcy Court by order dated [__], 2018.

(3) In order to satisfy certain conditions to effectiveness and consummation of the Plan of Reorganization, the Borrower and the Guarantors have entered into that certain Exit First Lien Credit and Guaranty Agreement, dated as of the date hereof (as Amended and Refinanced, the "***First Lien Credit Agreement***"), with the First Lien Administrative Agent, the First Lien Collateral Agent and the banks, financial institutions and other institutional lenders party thereto from time to time, pursuant to which the First Lien Lenders party thereto have agreed to make available, or continue to make available, effective upon consummation of the Plan of Reorganization, first lien secured credit facilities for the Borrower on the terms and conditions provided therein.

(4) The obligations of the Borrower and the Guarantors under the First Lien Credit Agreement will be secured on a first priority basis by Liens on the Collateral pursuant to the terms of the First Lien Collateral Documents.

(5) The Borrower and the Guarantors may from time to time after the date hereof incur Debt pursuant to Permitted Commodity Hedge and Power Sale Agreements, which, to the extent permitted under the First Lien Credit Agreement and the other Financing Documents, may be secured (a) on a first priority basis by Liens on the Collateral pursuant to the terms of the First Lien Collateral Documents, or (b) on a second priority basis by Liens on the Collateral pursuant to the terms of the Second Lien Collateral Documents.

(6) The Borrower and the Guarantors may from time to time after the date hereof incur Debt and other Second Lien Obligations pursuant to the Second Lien Credit Agreement and the Second Lien LC Support Agreement, which, to the extent permitted under the First Lien Credit Agreement and the other Financing Documents, may be secured on a second priority basis by Liens on the Collateral pursuant to the terms of the Second Lien Collateral Documents.

(7) The Borrower, the Guarantors, the First Lien Administrative Agent, the First Lien Collateral Agent, the Second Lien Administrative Agent, the Second Lien Collateral Agent, the Second Lien LC Support Provider, and the other Secured Parties from time to party thereto are entering into the Collateral Agency and Intercreditor Agreement dated as of the date hereof (as amended, the "***Intercreditor Agreement***") which sets forth certain agreements among the Secured Parties with respect to the Collateral and certain other matters relating to the Financing Documents.

(8) It is a condition precedent to the effectiveness of the First Lien Credit Agreement and to consummation of the Plan of Reorganization that this Agreement be executed and delivered by the parties hereto.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and obligations herein set forth and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged and in reliance upon the representations, warranties and covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Capitalized Terms. Unless otherwise defined herein, terms defined in the Intercreditor Agreement and used herein shall have the meanings specified in the Intercreditor Agreement. In addition, as used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and the plural form of the terms indicated):

"***Account Collateral***" has the meaning specified in Section 2.3(a).

"***Account Funds***" means all Cash, Cash Equivalents, Financial Assets, instruments, investment property, securities or other Property on deposit in or credited to any Account from time to time.

"***Accounts***" has the meaning specified in Section 2.1.

"***Affected Property***" means, with respect to any Event of Eminent Domain or Casualty Event, any Property of the Borrower or any Guarantor lost, destroyed, damaged, condemned or otherwise taken (in whole or in part) as a result of the occurrence of such Event of Eminent Domain or Casualty Event.

"***Agreement***" means this Security Deposit Agreement, as amended.

"***Applicable Collateral Agent***" means (a) until the First Lien Collateral Agent has notified the Depositary that the Discharge of First Lien Obligations has occurred, the First Lien Collateral Agent and (b) after the First Lien Collateral Agent has notified the Depositary that the Discharge of First Lien Obligations has occurred, the Second Lien Collateral Agent.

"***Approved Capital Expenditures***" means, with respect to any period, Capital Expenditures to be made by the Borrower or the Guarantors during such period to the extent such Capital Expenditures are permitted to be made under the terms of the Financing Documents.

"***Asset Sale***" means any sale, lease (as lessor), sale and leaseback, assignment, conveyance, exclusive license (as licensor), transfer or other disposition or any exchange of (a) all of the Equity Interests of any Project Company or (b) all or substantially all of the Property of any Project Company, in each case, in one transaction or a series of transactions, to the extent permitted under the terms of the Financing Documents.

"***Asset Sale Proceeds***" means, with respect to any Asset Sale, (a) the Net Cash Proceeds payable to the Borrower or any Guarantor in connection with such Asset Sale, *less* (b) up to $10,000,000 in the aggregate, *plus* (c) the amount of any Termination Payments due and payable to the Borrower or any Guarantor as a result of the termination of any Commodity Hedge and Power Sale Agreement terminated in connection with such Asset Sale.

"***Asset Sale Termination Payment***" means, with respect to any Asset Sale Proceeds, any Termination Payment due and payable to any Commodity Hedge Counterparty under any Permitted Commodity Hedge and Power Sale Agreement relating to the Project which is the subject of the related Asset Sale and which was terminated as a result of such Asset Sale pursuant to the terms of the Financing Documents.

"***Athens***" has the meaning specified in the preliminary statements to this Agreement.

"***Authorized Signatory***" has the meaning specified in Section 4.5.

"***Bankruptcy Court***" has the meaning specified in the preliminary statements to this Agreement.

"***Borrower***" has the meaning specified in the recital of parties to this Agreement.

"***Business Interruption Insurance Proceeds***" means any and all proceeds of any insurance, indemnity, warranty or guaranty payable from time to time to the Borrower or any

Guarantor with respect to the partial or complete interruption of the operation of the business of the Borrower or such Guarantor or any of the Projects.

"***Capital Expenditures***" means, for any Person for any period, the sum of, without duplication, (a) all expenditures made, directly or indirectly, by such Person or any of its Subsidiaries during such period for equipment, fixed assets, real property or improvements, or for replacements or substitutions therefor or additions thereto, that have been or should be, in accordance with GAAP, reflected as additions to property, plant or equipment on a Consolidated balance sheet of such Person, *plus* (without duplication) (b) the aggregate principal amount of all Permitted Debt (including obligations under Capitalized Leases) assumed or incurred in connection with any such expenditures. For purposes of this definition, the purchase price of equipment that is purchased simultaneously with the trade-in of existing equipment or with insurance proceeds shall be included in Capital Expenditures only to the extent of the gross amount of such purchase price less the credit granted by the seller of such equipment for the equipment being traded in at such time or the amount of such proceeds, as the case may be.

"***Cash***" has the meaning set forth in the First Lien Credit Agreement.

"***Cash Equivalents***" means any of the following: (a) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) or obligations the timely payment of the principal of and interest on which are fully guaranteed by the United States of America; and (b) certificates of deposit fully insured by the Federal Deposit Insurance Corporation in national, state or foreign commercial banks whose outstanding long-term debt is rated at least A or the equivalent by S&P or Moody's.

"***Cash Flow Payment Date***" means March 31, 2019 and the last Business Day of each March thereafter until the Discharge of First Lien Obligations and the Discharge of Second Lien Obligations.

"***Casualty Event***" means a casualty event that causes all or a portion of the tangible Collateral to be damaged, destroyed or rendered unfit for normal use for any reason whatsoever, other than (a) ordinary use and wear and tear or (b) any Event of Eminent Domain.

"***Closing Date***" means the day on which all of the conditions to the effectiveness of the First Lien Credit Agreement have been satisfied or waived in accordance with the terms of such agreement.

"***Consolidated***" refers to the consolidation of accounts in accordance with GAAP.

"***Counterparty Collateral Account***" has the meaning specified in the First Lien Credit Agreement.

"***Debt Proceeds***" means, with respect to the incurrence or issuance of any Debt by the Borrower or any Guarantor (other than Permitted Debt), the Net Cash Proceeds payable to the Borrower, any Guarantor or any of their respective Subsidiaries in connection with such incurrence or issuance.

"***Default***" means the occurrence of any Event of Default or any event that would constitute an Event of Default but for the passage of time or the requirement that notice be given or both.

"***Depositary***" has the meaning specified in the recital of parties to this Agreement.

"***Disbursement Date***" means a date on which monies are withdrawn or transferred from the Loss Proceeds Account for the purposes set forth in a Restoration Requisition.

"***Discharge Date***" means the date on which each of the Discharge of First Lien Obligations and the Discharge of Second Lien Obligations has occurred.

"***Eminent Domain Proceeds***" means, with respect to any Event of Eminent Domain, the Net Cash Proceeds payable to the Borrower or any Guarantor in connection with such Event of Eminent Domain.

"***Equity Issuance***" means any sale or issuance of any Equity Interests by the Borrower or any Guarantor, other than (a) any Equity Interests (including warrants) in the Borrower or Harquahala issued in connection with the consummation of the Plan of Reorganization and (b) any Equity Interests (including warrants) in any of the Guarantors issued to any other Loan Party.

"***Equity Proceeds***" means, with respect to any Equity Issuance, the Net Cash Proceeds payable to the Borrower or any Guarantor in connection with such Equity Issuance.

"***Event of Eminent Domain***" means any action, series of actions, omissions or series of omissions by any Governmental Authority (a) by which such Governmental Authority appropriates, confiscates, condemns, expropriates, nationalizes, seizes or otherwise takes all or a material portion of the Property of the Borrower or any Guarantor (including any Equity Interests of the Borrower or Guarantor) or (b) by which such Governmental Authority assumes custody or control of the Property (other than immaterial portions of such Property) or business operations of the Borrower or any Guarantor or any Equity Interests of the Borrower or any Guarantor.

"***Financial Assets***" has the meaning specified in Section 2.4(a).

"***First Lien Collateral Agent***" has the meaning specified in the recital of parties to this Agreement.

"***First Lien Credit Agreement***" has the meaning specified in the preliminary statements to this Agreement.

"***First Lien Interest Payment Account***" means the Account of such name established pursuant to Section 2.1(c).

"***First Lien Principal Payment Account***" means the Account of such name established pursuant to Section 2.1(d).

"***Funding Date***" means for each calendar month, any Business Day from the 20th through the 29th day of such month, as determined by the Borrower in a Withdrawal Certificate received by the Depositary at least three Business Days prior to such Funding Date; *provided* that there shall only be a single Funding Date for any month or if no earlier date is so determined, then the 28th day of each month, or in each case if such day is not a Business Day the next succeeding Business Day.

"***Funding Period***" means with respect to any Funding Date, a period commencing on the applicable Funding Date and ending on the day of the immediately succeeding month which falls on the same calendar day as the applicable Funding Date.

"***General Reserve Account***" means the account of such name established pursuant to Section 2.1(g).

"***General Reserve Amount***" means, at any time, an amount equal to $30,000,000 *less* the then-applicable aggregate amount on deposit in all cash collateral, lock-box, margin, clearing or similar accounts held in the name of a Loan Party that are subject to a Permitted Lien pursuant to clause (d)(i) of the definition thereof.

"***Governmental Authority***" means any nation or government, any state, province, city, municipal entity or other political subdivision thereof, and any governmental, executive, legislative, judicial, administrative or regulatory agency, department, authority, instrumentality, commission, board, bureau or similar body, whether federal, state, provincial, territorial, local or foreign.

"***Governmental Authorization***" means any authorization, approval, consent, franchise, license, covenant, order, ruling, permit, certification, exemption, notice, declaration or similar right, undertaking or other action of, to or by, or any filing, qualification or registration with, any Governmental Authority.

"***Harquahala***" has the meaning specified in the preliminary statements to this Agreement.

"***Insurance Proceeds***" means, with respect to any Casualty Event, the Net Cash Proceeds payable to the Borrower or any Guarantor from time to time with respect to such Casualty Event.

"***Intercreditor Agreement***" has the meaning specified in the preliminary statements to this Agreement.

"***Local Accounts***" has the meaning specified in Section 3.3(b).

"***Loss Proceeds Account***" means the account of such name established pursuant to Section 2.1(e).

"***Margin Account***" means the account of such name established pursuant to Section 2.1(h).

"***Margin Collateral***" means any Cash paid to any Loan Party by any Commodity Hedge Counterparty as collateral or credit support in respect of such Commodity Hedge Counterparty's obligations under any Permitted Commodity Hedge and Power Sale Agreement.

"***Millennium***" has the meaning specified in the preliminary statements to this Agreement.

"***Moody's***" means Moody's Investors Service, Inc.

"***Net Cash Proceeds***" means:

(a) with respect to any Asset Sale, the excess, if any, of (i) the sum of Cash and Cash Equivalents received by the Borrower or any Guarantor in connection with such Asset Sale *minus* (ii) the sum of (A) the out of pocket costs, fees, commissions, premiums and expenses (including legal and accounting costs, fees and expenses and title and recording fees, costs and expenses) reasonably incurred directly or indirectly by the Borrower or any Guarantor in connection with such Asset Sale to the extent such amounts were not deducted in determining the amount referred to in clause (i) and (B) federal, state and local taxes paid or reasonably estimated to be payable by the Borrower or any Guarantor in connection therewith to the extent such amounts were not deducted in determining the amount referred to in clause (i); and

(b) with respect to the incurrence or issuance of any Debt for Borrowed Money by the Borrower or any Guarantor, the excess if any, of (i) the sum of the Cash and Cash Equivalents received by Borrower or any Guarantor in connection with such incurrence or issuance *minus* (ii) the underwriting discounts and commissions or other similar payments, and other out of pocket costs, fees, commissions, premiums and expenses (including legal and accounting costs, fees and expenses and title and recording fees, costs and expenses) reasonably incurred directly or indirectly by the Borrower or any Guarantor in connection with such incurrence or issuance to the extent such amounts were not deducted in determining the amount referred to in clause (i); and

(c) with respect to any Equity Issuance, the excess of (i) the sum of the Cash and Cash Equivalents received by the Borrower or any Guarantor in connection with such sale or issuance *minus* (ii) the underwriting discounts and commissions or similar payments, and other out of pocket costs, fees, commissions, premiums and expenses (including legal and accounting costs, fees and expenses), reasonably incurred by the Borrower or any Guarantor in connection with such sale or issuance to the extent such amounts were not deducted in determining the amount referred to in clause (i); and

(d) with respect to any Event of Eminent Domain or Casualty Event, the excess, if any, of (i) the sum of Cash and Cash Equivalents received by the Borrower or any Guarantor in connection with such Event of Eminent Domain or Casualty Event *minus* (ii) the sum of (A) the out of pocket costs and expenses reasonably incurred by the Borrower or any Guarantor in connection with the collection, enforcement, negotiation, consummation, settlement, proceedings, administration or other activity related to the receipt or collection of the relevant proceeds to the extent such amounts were not

deducted in determining the amount referred to in clause (i) and (B) federal, state and local taxes reasonably estimated to be payable as a result of thereof to the extent such amounts were not deducted in determining the amount referred to in clause (i).

"***O&M Agreement***" means, with respect to a Project, the contract entered into by, or on behalf of, the applicable Project Company for the day to day operation and maintenance of such Project.

"***O&M Costs***" means, for any period, the sum, computed without duplication, of the following (in each case incurred or projected to be incurred by the Borrower or any Guarantor and not reimbursed by any other Person, except if the proceeds of such reimbursement are deposited into the Revenue Account): (a) expenses of administering and operating the Projects and of maintaining them in good repair and operating condition (excluding Excluded G&A Services and including major maintenance expenses, expenses under long-term service agreements or spare parts agreements, fuel costs, transmission costs, payments under O&M Agreements and payments under leases,) *plus* (b) insurance costs *plus* (c) Ordinary Course Settlement Payments owed by the Borrower or any Guarantor under any Permitted Commodity Hedge and Power Sale Agreement and *plus* (d) costs, expenses and fees attendant to obtaining and maintaining in effect any Governmental Authorization *plus* (e) legal, accounting and other professional fees and expenses attendant to any of the foregoing items *plus* (f) any fees and expenses (including indemnities) of any agent, trustee or issuing bank under any Financing Document (including, without limitation, any Agent) *plus* (g) sale, use, property and other taxes *plus* (h) any Approved Capital Expenditures *plus* (i) Permitted Debt described in Sections 5.02(b)(v), (vii), (viii) and (ix) of the First Lien Credit Agreement; provided, that Permitted Debt described in Section 5.02(b)(ix) of the First Lien Credit Agreement shall only be payable as O&M Costs in an aggregate amount of up to $5,000,000 prior to the Discharge of First Lien Obligations, *plus* (j) all other expenses, fees and costs incurred by the Borrower or any Guarantor, directly or indirectly in connection with the ownership, operation, maintenance or administration of any of the Projects; *provided* that all of the foregoing costs and expenses shall be determined on a cash basis and shall not include depreciation, amortization and other non cash items; *provided further* that "***O&M Costs***" shall not include: (A) payments of any kind during such period to the holders of Equity Interests of the Borrower or any Affiliate thereof (other than (x) to the Borrower or any Guarantor, (y) to any Affiliate as payment of or reimbursement for costs that would be permitted to be paid by the Borrower as O&M Costs if incurred or paid directly by the Borrower or (z) payments that are made in compliance with Section 5.01(i) of the First Lien Credit Agreement (but not, for the avoidance of doubt, in respect of Excluded G&A Services), (B) payments of Capital Expenditures other than Approved Capital Expenditures, (C) amounts payable under the Financing Documents (except as set forth in clause (c) or (f)), (D) Termination Payments of any kind, (E) payments in respect of Debt for Borrowed Money (except as set forth in clause (i) above), (F) payments to repair or restore Affected Property during such period with proceeds from the Loss Proceeds Account, (G) any payments or expenses related to Excluded G&A Services, (H) except as provided in clause (i) above, any payments or expenses related to any Permitted Debt (including Permitted Debt under the Second Lien Credit Agreement) or (I) deposits in any Counterparty Collateral Account.

"***O&M Deficiency Amount***" has the meaning specified in Section 3.14.

"***Operating Account***" means the Account of such name established pursuant to Section 2.1(b).

"***Original Security Deposit Agreement***" has the meaning specified in Section 5.13.

"***Permitted Debt***" means any Debt of the Borrower or any Guarantor (other than the Secured Obligations) permitted to exist under all of the Financing Documents.

"***Permitted Lien***" means any Lien permitted to exist under all of the Financing Documents.

"***Plan of Reorganization***" has the meaning specified in the preliminary statements to this Agreement.

"***Prepayment Account***" means the account of such name established pursuant to Section 2.1(f).

"***Q3 Interest True Up Payment***" has the meaning set forth in the First Lien Credit Agreement.

"***Project Companies***" has the meaning specified in the preliminary statements to this Agreement.

"***Remaining Repair Amount***" has the meaning specified in Section 3.8(a)(v)(C).

"***Repair Notice***" has the meaning specified in Section 3.8(a)(iii)(A).

"***Restoration Requisition***" has the meaning specified in Section 3.8(a)(v)(A).

"***Revenue Account***" means the Account of such name established pursuant to Section 2.1(a).

"***Revenues***" means, for any period, all revenues and cash receipts arising from the business or operations of the Borrower and the Guarantors during such period, including revenues from the sale of power, capacity or electrical energy (in each case, whether physically or financially settled), revenues from the resale of fuel, Business Interruption Insurance Proceeds, interest and other income earned on amounts in the Accounts or proceeds resulting from positive financial settlements under any Hedge Agreement or Commodity Hedge and Power Sale Agreement; *provided*, *however*, that "***Revenues***" shall not include any Eminent Domain Proceeds, Insurance Proceeds, Asset Sale Proceeds, Debt Proceeds, Equity Proceeds, Margin Collateral or the proceeds of any of the First Lien Loans.

"***Revolving Credit Loans***" has the meaning set forth in the First Lien Credit Agreement.

"***S&P***" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc.

"***Second Lien Collateral Agent***" has the meaning specified in the recital of parties to this Agreement.

"***Term B Loan***" has the meaning set forth in the First Lien Credit Agreement.

"***Term C Loan***" has the meaning set forth in the First Lien Credit Agreement.

"***Transfer Date***" has the meaning specified in Section 3.2.

"***Trigger Event Date***" has the meaning specified in Section 3.11.

"***Voluntary Prepayment Amount***" means, as of any day, the amount set forth in the relevant Withdrawal Certificate to be applied as a voluntary prepayment in respect of the First Lien Loans (including any Interest Expense due and payable in connection therewith) on such day, as determined in the discretion of the Borrower.

"***Withdrawal Certificate***" means a Withdrawal Certificate delivered by the Borrower in the form of Exhibit A attached hereto delivered at least three (3) Business Days prior to the applicable Transfer Date.

Section 1.2 Computation of Time Periods; Other Definitional Provisions. In this Agreement in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding". References in this Agreement to any agreement or contract "as amended" shall mean and be a reference to such agreement or contract as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms and the terms of the Financing Documents.

Section 1.3 Uniform Commercial Code Definitions. Unless otherwise defined in this Agreement or in the Intercreditor Agreement, terms defined in Article 8 or 9 of the UCC are used in this Agreement as such terms are defined in such Article 8 or 9.

ARTICLE II
APPOINTMENT OF DEPOSITARY; ESTABLISHMENT OF ACCOUNTS

Section 2.1 Establishment of Accounts and Sub-Accounts. Each Loan Party hereby directs the Depositary to maintain until the termination of this Agreement in accordance with Section 5.2 or as otherwise expressly set forth herein, at its office located at 388 Greenwich Street, 14th Floor, New York, New York 10013, the following special, segregated and irrevocable accounts (inclusive of any sub-account thereof unless otherwise specified herein, the "***Accounts***") in the form of trust accounts in the name of the Borrower but under the exclusive dominion and control of the Applicable Collateral Agent and otherwise in accordance with this Article II:

(a) Account No. 105168 entitled "MACH Gen Revenue Account" (the "***Revenue Account***");

(b) Account No. 104135 entitled "MACH Gen O&M Account" (the "***Operating Account***");

(c) Account No. 106149 entitled "MACH Gen First Lien Interest Payment Account" (the "***First Lien Interest Payment Account***");

(d) Account No. 106150 entitled "MACH Gen First Lien Principal Payment Account" (the "***First Lien Principal Payment Account***");

(e) Account No. 104139 entitled "MACH Gen Loss Proceeds Account" (the "***Loss Proceeds Account***");

(f) Account No. 106155 entitled "MACH Gen Equity Prepayment Account" (the "***Prepayment Account***");

(g) Account No. 106157 entitled "MACH Gen General Reserve Account" (the "***General Reserve Account***"); and

(h) Account No. 112282 entitled "MACH Gen Margin Account" (the "***Margin Account***").

The complete wire instructions for the Accounts are as follows:

Citibank, N.A.
ABA#021000089
Account #3611-4325
For the account of New MACH Gen, LLC # **[**insert Account number and name].

The Depositary may (but shall not be obligated to unless requested by the Applicable Collateral Agent) establish additional sub-accounts within the Accounts listed above from time to time as necessary for the Depositary to comply with and carry out the terms of this Agreement.

Section 2.2 Agreement of Depositary and Collateral Agents. The Depositary agrees to establish and maintain the Accounts set forth in Section 2.1 and agrees to accept all Account Funds to be delivered to or held by the Depositary pursuant to the terms of this Agreement, and, from such Account Funds, to make the disbursements contemplated by this Agreement as and when directed by the Applicable Collateral Agent in accordance with the terms hereof. The Depositary shall hold and safeguard the Accounts and the Accounts Funds during the term of this Agreement and shall be (a) subject to (i) the First Lien of the First Lien Collateral Agent (for the benefit of the First Lien Secured Parties), and (ii) the Second Lien of the Second Lien Collateral Agent (for the benefit of the Second Lien Secured Parties) and (b) held in the sole custody and "*control*" (within the meaning of Section 8-106(d) or Section 9-104(a), as applicable, of the UCC) of, until the Discharge of First Lien Obligations, the First Lien Collateral Agent and after the Discharge of First Lien Obligations but prior to the Discharge of Second Lien Obligations, the Second Lien Collateral Agent, for the purposes and on the terms set forth in this Agreement, and all such amounts shall constitute a part of the Collateral. The First Lien Collateral Agent hereby acknowledges that, until the Discharge of First Lien Obligations, it has control of the Accounts on behalf of both itself and the Second Lien Collateral

Agent. After the Discharge of First Lien Obligations but prior to the Discharge of Second Lien Obligations, the Second Lien Collateral Agent has control of the Accounts.

Section 2.3 Security Interests.

(a) As collateral security for the prompt and complete payment and performance when due of all Secured Obligations, the Borrower hereby collaterally assigns (i) to the First Lien Collateral Agent (for the benefit of the First Lien Secured Parties) and grants to the First Lien Collateral Agent (for the benefit of the First Lien Secured Parties) a first priority Lien on and (ii) to the Second Lien Collateral Agent (for the benefit of the Second Lien Secured Parties) and grants to the Second Lien Collateral Agent (for the benefit of the Second Lien Secured Parties) a second priority Lien on all of the Borrower's rights, title and interests in, to and under (A) each Account and (B) all cash, instruments, investment property, securities, "*security entitlements*" (as defined in Section 8-102(a)(17) of the UCC) and other Financial Assets at any time on deposit in any Account, including all income, earnings and distributions thereon and all proceeds, products and accessions of and to any and all of the foregoing, including whatever is received or receivable upon any collection, exchange, sale or other disposition of any of the foregoing and any property into which any of the foregoing is converted, whether cash or non-cash proceeds, and any and all other amounts paid or payable under or in connection with any of the foregoing (collectively, the "***Account Collateral***").

(b) The Depositary is the agent of each of the First Lien Collateral Agent (for the benefit of the First Lien Secured Parties) and, if applicable, the Second Lien Collateral Agent (for the benefit of the Second Lien Secured Parties), in each case for the purpose of receiving payments contemplated hereunder and for the purpose of the perfection by the applicable Collateral Agent of the Lien of the applicable Collateral Agent (for the benefit of the applicable Secured Parties) in and to the Accounts and the other Account Collateral. Without limiting any provision of any other Financing Document, this Agreement constitutes a "*security agreement*" as defined in Article 9 of the UCC. The applicable Collateral Agent shall be responsible for filing all financing statements necessary for the perfection of the Lien of such Collateral Agent in and to the Accounts and the other Account Collateral.

Section 2.4 Accounts Maintained as UCC "Securities Accounts".

(a) The Depositary hereby agrees and confirms that it has established the Accounts as set forth and defined in this Agreement. The Depositary agrees that (i) each such Account established by the Depositary is and will be maintained as a "*securities account*" (within the meaning of Section 8-501 of the UCC); (ii) the Borrower is the "*entitlement holder*" (within the meaning of Section 8-102(a)(7) of the UCC) in respect of the "*financial assets*" (within the meaning of Section 8-102(a)(9) of the UCC, the "***Financial Assets***") credited to such Accounts that are "*securities accounts*"; (iii) all Financial Assets in registered form or payable to or to the order of and credited to any such Account shall be registered in the name of, payable to or to the order of, or specially endorsed to, the Depositary or in blank, or credited to another securities account maintained in the name of the Depositary; and (iv) in no case will any Financial Asset credited to any such Account be registered in the name of, payable to or to the order of, or endorsed to, the Borrower or any Guarantor except to the extent the foregoing have been subsequently endorsed by the Borrower or such Guarantor to the Depositary or in blank.

Each item of Property (including a security, security entitlement, investment property, instrument or obligation, share, participation, interest or other property whatsoever) credited to any Account shall to the fullest extent permitted by law be treated as a Financial Asset. Until the Discharge of First Lien Obligations, the First Lien Collateral Agent shall have "*control*" (within the meaning of Section 8-106(d) or Section 9-104(a) (as applicable) of the UCC) of the Accounts and the "*security entitlements*" (within the meaning of Section 8-102(a)(17) of the UCC) with respect to the Financial Assets credited to the Accounts. All property delivered to the Depositary pursuant to this Agreement by 11:00 A.M. (New York City time) on a Business Day will be promptly credited to the applicable Account. All property delivered to the Depositary after 11:00 A.M. (New York City time) on a Business Day or on any day which is not a Business Day will be promptly credited to the applicable Account on the following Business Day. The Borrower and each Guarantor hereby irrevocably direct, and the Depositary (in its capacity as securities intermediary) hereby agrees, that, until the Discharge of First Lien Obligations, the Depositary will comply with all instructions and orders (including entitlement orders within the meaning of Section 8-102(a)(8) of the UCC) regarding each Account and any Financial Asset therein originated by the First Lien Collateral Agent without the further consent of the Borrower, any other Loan Party or any other Person. In the case of a conflict between any instruction or order originated by the First Lien Collateral Agent and any instruction or order originated by the Borrower, any other Loan Party or any other Person, the instruction or order originated by the First Lien Collateral Agent shall prevail. The Borrower and each Guarantor hereby irrevocably direct, and the Depositary (in its capacity as securities intermediary) hereby agrees that after the Discharge of First Lien Obligations but prior to the Discharge of Second Lien Obligations, the Depositary will comply with all instructions and orders (including entitlement orders within the meaning of Section 8-102(a)(8) of the UCC) regarding each Account and any Financial Asset therein originated by the Second Lien Collateral Agent without the further consent of the Borrower, any other Loan Party or any other Person. In the case of a conflict arising after the Discharge of First Lien Obligations but prior to the Discharge of Second Lien Obligations between any instruction or order originated by the Second Lien Collateral Agent and any instruction or order originated by the Borrower, any other Loan Party or any other Person, the instruction or order originated by the Second Lien Collateral Agent shall prevail. The Depositary shall not change the name or account number of any Account without the prior written consent of, until the Discharge of First Lien Obligations, the First Lien Collateral Agent, and after the Discharge of First Lien Obligations but prior to the Discharge of Second Lien Obligations, the Second Lien Collateral Agent and shall not change the entitlement holder in respect of any Financial Asset credited thereto.

(b) To the extent that the Accounts are not considered "*securities accounts*" (within the meaning of Section 8-501(a) of the UCC), the Accounts shall be deemed to be "*deposit accounts*" (as defined in Section 9-102(a)(29) of the UCC), which the Borrower shall maintain with the Depositary acting not as a securities intermediary but as a "*bank*" (within the meaning of Section 9-102(a)(8) of the UCC). The Depositary shall not have title to the funds on deposit in the Accounts, and shall credit the Accounts with all receipts of interest, dividends and other income received on the Property held in the Accounts. The Depositary shall administer and manage the Accounts in strict compliance with all the terms applicable to the Accounts pursuant to this Agreement, and shall be subject to and comply with all the obligations that the Depositary owes to the Collateral Agents with respect to the Accounts, including all subordination obligations, pursuant to the terms of this Agreement. The Depositary hereby agrees to comply

with any and all instructions originated by the Applicable Collateral Agent directing disposition of funds and all other Property in the Accounts without any further consent of the Borrower, the Guarantor or any other Person.

Section 2.5 Jurisdiction of Depositary. The Borrower, each Guarantor, the First Lien Collateral Agent, the Second Lien Collateral Agent and the Depositary agree that, for purposes of the UCC, notwithstanding anything to the contrary contained in any other agreement relating to the establishment and operation of the Accounts, the jurisdiction of the Depositary (in its capacity as the securities intermediary and bank) is the State of New York and the laws of the State of New York govern the establishment and operation of the Accounts and are applicable to all issues specified in Article 2(1) of the Hague Convention on the Law Applicable to Certain Rights in Respect of Securities Held with an Intermediary. The Depositary Agent (in its capacity as the securities intermediary) represents that at the effective time of the Depositary Agreement it has an office in the State of New York which is engaged in a business or other regular activity of maintaining securities accounts.

Section 2.6 Liens. The Depositary represents and warrants that it is not party to and shall not execute and deliver, or otherwise become bound by, any agreement under which the Depositary agrees with any Person other than the Collateral Agents to comply with entitlement orders or instructions originated by such Person relating to any of the Accounts or the Account Collateral that are the subject of this Agreement. The Depositary shall not grant any Lien on any Financial Asset credited to the Accounts, other than any Lien granted to any Collateral Agent under the Collateral Documents.

Section 2.7 Subordination of Lien; Waiver of Set-Off. In the event that the Depositary has or subsequently obtains by agreement, operation of law or otherwise a Lien in any Account or in any Account Collateral, the Depositary agrees that such Lien shall (except to the extent provided in the last sentence of this Section 2.7) be subordinate to the Liens of the Collateral Agents. The Financial Assets standing to the credit of the Accounts will not be subject to deduction, set-off, banker's lien, or any other right in favor of any Person other than the Collateral Agents (except to the extent of returned items and chargebacks either for uncollected checks or other items of payment and transfers previously credited to one or more of the Accounts, and the Borrower and each Collateral Agent hereby authorizes the Depositary to debit the Accounts for such amounts).

Section 2.8 No Other Agreements. None of the Depositary, any Collateral Agent, the Borrower or any other Loan Party has entered or will enter into any agreement with respect to any Account or any Account Collateral, other than this Agreement and the other Financing Documents.

Section 2.9 Notice of Adverse Claims. The Depositary hereby represents that, except for the claims and interests of the First Lien Collateral Agent and the Borrower in each of the Accounts and the Account Collateral, the Depositary, (a) as of the date hereof, has no knowledge of, and has received no notice of, and (b) as of each date on which any Account is established pursuant to this Agreement, has received no notice of, any claim to, or interest in, any Account or any other Account Collateral. If any Person asserts any Lien (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against any Account

or any other Account Collateral, the Depositary, upon obtaining knowledge thereof, will promptly notify each Collateral Agent and Borrower thereof.

Section 2.10 Rights and Powers of the Collateral Agents. The rights and powers granted to the First Lien Collateral Agent by the First Lien Secured Parties and to the Second Lien Collateral Agent by the Second Lien Secured Parties have, in each case, been granted in order to, among other things, perfect their respective Lien in the Accounts and the other Account Collateral and to otherwise act as their agent with respect to the matters contemplated hereby.

Section 2.11 Powers of Collateral Agents and Depositary. The Collateral Agents and, where appropriate, the Depositary shall have the right (but not the obligation) to (a) refuse any item for credit to any Account except as required by the terms of this Agreement and (b) refuse to honor any request for a disbursement of Account Funds that is not consistent with the terms of this Agreement and the Intercreditor Agreement. If any Loan Party fails to perform any of its agreements contained herein, the Applicable Collateral Agent may (but shall not be obligated to) itself perform, or cause the performance of, such agreement, and the expenses of the Applicable Collateral Agent incurred in connection therewith shall be payable by the Borrower upon demand and shall be part of the Secured Obligations. The powers conferred on the Collateral Agents and the Depositary in this Agreement are solely to protect (i) the First Lien Collateral Agent's, for the benefit of the First Lien Secured Parties, First Lien, and (ii) the Second Lien Collateral Agent's, for the benefit of the Second Lien Secured Parties, Second Lien, interest in the Accounts and the Account Funds and shall not impose any duty on any Collateral Agent or the Depositary to exercise any of such powers. Except for the reasonable care of any Account in its possession or under its control and the accounting of funds received by it pursuant hereto, neither of the Collateral Agents nor the Depositary shall have any duty with respect to the Accounts or Account Funds, or with respect to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to the Accounts or the Account Funds.

Section 2.12 Disputes. In the event of any dispute as to any amount to be disbursed by the Depositary from the Accounts, the Depositary is authorized and directed to retain in its possession, without liability to any Loan Party, any Secured Party or any other Person, all or any part of the Account Funds until such dispute shall have been settled by a mutual agreement of the Borrower and the Applicable Collateral Agent or by a final order, decree or judgment of a Federal or state court of competent jurisdiction located in the State of New York, but the Depositary shall be under no duty whatsoever to institute or defend any such proceedings.

ARTICLE III
THE ACCOUNTS

Section 3.1 Deposits or Credits.

(a) The proceeds of any Revolving Credit Loans shall be directly deposited into, or credited to, the Operating Account, other than as directed by the Borrower (to the extent permitted by the First Lien Credit Agreement).

(b) The Borrower and each Guarantor shall direct each Person from whom it receives or is entitled to receive any Insurance Proceeds or Eminent Domain Proceeds to pay such Insurance Proceeds or Eminent Domain Proceeds directly to the Depositary for deposit into, or credit to, the Loss Proceeds Account. If the Borrower or any Guarantor shall receive any such Eminent Domain Proceeds or Insurance Proceeds, the Borrower or such Guarantor shall deliver such Eminent Domain Proceeds or Insurance Proceeds, as the case may be, in the exact form received (with any necessary endorsement) to the Depositary together with instructions that such Eminent Domain Proceeds or Insurance Proceeds be deposited into, or credited to, the Loss Proceeds Account. The Depositary shall have the right to receive all Eminent Domain Proceeds and Insurance Proceeds directly from the Persons paying the same. All Eminent Domain Proceeds and Insurance Proceeds received by the Depositary and identified as such shall be promptly deposited into, or credited to, the Loss Proceeds Account.

(c) [Reserved]

(d) The Borrower and each Guarantor shall direct each Person from whom it receives or is entitled to receive any Debt Proceeds or Asset Sale Proceeds to pay such Debt Proceeds or Asset Sale Proceeds, as the case may be, directly to the Depositary for deposit into, or credit to, the Prepayment Account. If the Borrower or any Guarantor shall receive any such Debt Proceeds or Asset Sale Proceeds, the Borrower or such Guarantor shall deliver such Debt Proceeds or Asset Sale Proceeds, in the exact form received (with any necessary endorsement) to the Depositary together with instructions that such Debt Proceeds or Asset Sale Proceeds, as applicable be deposited into, or credited to, the Prepayment Account. The Depositary shall have the right to receive all Debt Proceeds or Asset Sale Proceeds directly from the Persons paying the same. All Debt Proceeds or Asset Sale Proceeds received by the Depositary and identified as such by 11:00 A.M. (New York City time) on any Business Day shall be promptly deposited into, or credited to, the Prepayment Account. All Debt Proceeds or Asset Sale Proceeds received by the Depositary and identified as such after 11:00 A.M. (New York City time) on any Business Day or on any day which is not a Business Day shall be promptly deposited into, or credited to, the Prepayment Account on the next Business Day.

(e) The Borrower and each Guarantor shall direct each Person from whom it receives or is entitled to receive any Revenues or Equity Proceeds to pay such Revenues or Equity Proceeds directly to the Depositary for deposit into, or credit to, the Revenue Account. If the Borrower or such Guarantor shall receive any Revenues or Equity Proceeds required to be deposited into, or credited to, the Revenue Account, the Borrower or such Guarantor shall hold such payments in trust for the Depositary and shall promptly deliver such Revenues or Equity Proceeds in the exact form received (with any necessary endorsement) to the Depositary together with instructions that any such amounts be deposited into, or credited to, the Revenue Account. The Depositary shall have the right to receive all Revenues payable to the Borrower or any Guarantor directly from the Persons paying the same.

(f) [Reserved].

(g) The Borrower and each Guarantor shall direct each Person from whom it receives or is entitled to receive any Margin Collateral to pay such Margin Collateral, directly to the Depositary for deposit into, or credit to, the Margin Account. If the Borrower or any

Guarantor shall receive any such Margin Collateral, the Borrower or such Guarantor shall deliver such Margin Collateral in the exact form received (with any necessary endorsement) to the Depositary together with written instructions that such Margin Collateral, as applicable, be deposited into, or credited to the Margin Account. The Depositary shall have the right to receive all Margin Collateral directly from the Persons paying the same. All Margin Collateral received by the Depositary and identified as such by 11:00 A.M. (New York City time) on any Business Day shall be promptly deposited into, or credited to, the Margin Account. All Margin Collateral received by the Depositary and identified as such after 11:00 A.M. (New York City time) on any Business Day or on any day which is not a Business Day shall be promptly deposited into, or credited, to the Margin Account on the following Business Day.

(h) Any unidentified funds delivered to the Depositary for the account of the Borrower or any Guarantor shall be deemed to be Revenues and shall be deposited into the Revenue Account for further application as provided herein, unless and until the Depositary receives further instruction with respect to such unidentified funds from the Borrower or the Applicable Collateral Agent as provided herein. The Depositary will promptly notify the Borrower and each Collateral Agent of its receipt of any such unidentified funds.

(i) To the extent funds are received by the Borrower or any Guarantor and none of clauses (a) through (g) of this Section 3.1 apply to such funds, the Borrower or such Guarantor shall deposit such funds in the Revenue Account.

(j) Account Funds shall be valued as follows:

(i) Cash shall be valued at the face amount thereof; and

(ii) Cash Equivalents shall be valued at the market value thereof (excluding accrued interest) at the time of determination, but, if such market value cannot be determined, such Cash Equivalents shall be valued at the purchase price thereof *plus* earned interest.

(k) In the event that any Loan Party receives any Revenues, Insurance Proceeds, Debt Proceeds, Asset Sale Proceeds, Equity Proceeds, Margin Collateral or other amounts required to be deposited into, or credited to, the Accounts in accordance with the terms hereof, such Loan Party shall hold the same in precisely the form received in trust for and on behalf of the Secured Parties, segregated from other funds of such Loan Party, and without any notice or demand whatsoever shall promptly deliver the same (with any necessary endorsement) to the Depositary for application in accordance with the terms of this Agreement.

Section 3.2 Revenue Account. The Depositary is hereby instructed to make withdrawals and transfers of Account Funds in the Revenue Account on each date specified in priorities *first* through *eighth* below (a "***Transfer Date***") (via wire transfer or by internal transfer between Accounts, if applicable) to the extent then available in the Revenue Account and not segregated in a separate sub-account thereof or otherwise for any specific purpose expressly provided for herein, upon the receipt by the Depositary of a duly completed and executed Withdrawal Certificate at least three Business Days prior to the applicable Transfer Date setting forth the amounts to be withdrawn from the Revenue Account and the amounts to be transferred

pursuant to this Section 3.2 in the following order of priority all in accordance with such Withdrawal Certificate and this Agreement:

First, on each Funding Date, withdraw and transfer, as set forth in such Withdrawal Certificate, from the Revenue Account to the Operating Account, an amount which, together with the amount then on deposit in or credited to the Operating Account and the Local Accounts, equals the sum (without duplication) of: (a) the O&M Costs that are then due and payable *plus* (b) the Borrower's good faith estimate of the O&M Costs reasonably anticipated to be due and payable during the next Funding Period beginning on such Funding Date (as certified to in the Withdrawal Certificate);

Second, on any Business Day after giving effect to the withdrawals and transfers specified in priority *first*, withdraw and transfer, as set forth in such Withdrawal Certificate, from the Revenue Account, ratably, (i) until the Discharge of First Lien Obligations, to the First Lien Administrative Agent and the First Lien Collateral Agent the amount of any fees, costs, expenses, indemnification payments and other amounts then due and payable to the First Lien Administrative Agent and the First Lien Collateral Agent, as applicable, or becoming due and payable on such Business Day, (ii) until the Discharge of First Lien Obligation, to the Lenders (as defined in the First Lien Credit Agreement) an amount corresponding to the fronting bank fees then due and payable under Sections 2.03(b)(A) and (E) of the First Lien Credit Agreement in respect of the Project LCs (as defined in the First Lien Credit Agreement), or becoming due and payable on such Business Day and (iii) to the Second Lien LC Support Provider (in an amount not exceeding the amount described in clause (ii)) the amount of any fronting bank fees and other amounts then due and payable to the Second Lien LC Support Provider or becoming due and payable on such Business Day under Section 2.02(a) of the Second Lien LC Support Agreement;

Third, on any Business Day and after giving effect to the withdrawals and transfers specified in priorities *first* and *second* above, withdraw and transfer, as set forth in such Withdrawal Certificate, from the Revenue Account (a) until the Discharge of First Lien Obligations, to the First Lien Interest Payment Account an amount which, together with the amount then on deposit in or credited to the First Lien Interest Payment Account, equals the sum (without duplication) of the amount of Interest Expense under or in respect of the First Lien Loan Documents (including any Q3 Interest True Up Payment) that is then due and payable in Cash or becoming due and payable in Cash to the First Lien Lenders on such Business Day (other than Interest Expense in respect of a mandatory prepayment of the First Lien Loans that will be paid from the Prepayment Account) and (b) following the Discharge of First Lien Obligations, to the Second Lien Secured Parties an amount that equals the sum (without duplication) of the Second Lien Obligations under or in respect of the Second Lien Documents that is then due and payable or becoming due and payable on such Business Day (other than any Second Lien Obligations in respect of a mandatory prepayment that will be paid from the Prepayment Account) or any other Second Lien Obligations for which the Borrower has in its discretion elected to make a voluntary prepayment;

Fourth, on any Business Day until the Discharge of First Lien Obligations and after giving effect to the withdrawals and transfers specified in priorities *first* through *third* above, withdraw and transfer, as set forth in such Withdrawal Certificate, from the Revenue Account to the First Lien Principal Payment Account, an amount which, together with the amount then on deposit in or credited to the First Lien Principal Payment Account, equals the principal amount of all outstanding First Lien Loans that are then due and payable or becoming due and payable to the First Lien Lenders on such Business Day (other than as a result of (a) any voluntary prepayment of the First Lien Loans or (b) any mandatory prepayment of the First Lien Loans that will be paid from the Prepayment Account);

Fifth, [Reserved];

Sixth, on any date until the Discharge of First Lien Obligations and after giving effect to the withdrawals and transfers specified in priorities *first* through *fifth* above, withdraw and transfer from the Revenue Account an amount equal to the Voluntary Prepayment Amount set forth in such Withdrawal Certificate to the First Lien Administrative Agent, for ultimate application to the prepayment of the First Lien Loans and related Interest Expense specified in such Withdrawal Certificate;

Seventh, on, in the case of any transfer pursuant to clause (i) below, each Cash Flow Payment Date and, in the case of any transfer pursuant to clause (ii) below, any Business Day, and after giving effect to the withdrawals and transfers specified in priorities *first* through *sixth* above, at the option of the Borrower, withdraw and transfer, as set forth in such Withdrawal Certificate, from the Revenue Account to (i) the General Reserve Account, (ii) a Counterparty Collateral Account the amount specified in such Withdrawal Certificate; provided that, (A) after giving effect to any transfer pursuant to clause (i) above, the amount on deposit in or credited to the General Reserve Account shall not exceed the then-applicable General Reserve Amount during any time prior to the Discharge of First Lien Obligations and (B) after giving effect to any transfer pursuant to clause (ii) above to a Counterparty Collateral Account that is subject to Permitted Liens pursuant to clause (d)(i) of the definition of "Permitted Liens" in the First Lien Credit Agreement, the aggregate amount of cash in such Counterparty Collateral Accounts does not exceed the Reserve Funded Cash Collateral Amount (as defined in the First Lien Credit Agreement); and

Eighth, on each Cash Flow Payment Date and after giving effect to the withdrawals and transfers specified in priorities *first* through *seventh* above, (a) until the Discharge of First Lien Obligations, withdraw and transfer, as set forth in such Withdrawal Certificate, from the Revenue Account to the Prepayment Account an amount equal to all amounts remaining on deposit in, or credited to the Revenue Account after giving effect to priorities *first* through *seventh* above, for further application in accordance with Section 3.7 and (b) following the Discharge of First Lien Obligations, withdraw and transfer, as set forth in such Withdrawal Certificate, from the Revenue Account to such Persons and in such amounts as directed by the Borrower in such written instructions, including to pay dividends to the holders of common Equity Interests in the Borrower.

Section 3.3 Operating Account and Local Accounts.

(a) Upon receipt by the Depositary of a Withdrawal Certificate detailing the amounts and Persons to be paid, the Depositary shall transfer funds in the Operating Account to any Person to whom a payment is due in respect of O&M Costs, as, when and to the extent specified in such Withdrawal Certificate.

(b) The Borrower and each other Guarantor may establish and maintain checking accounts (such accounts, collectively, the "***Local Accounts***") to the extent permitted under the terms of the Financing Documents. At the option of the Borrower, the Borrower may transfer amounts from the Operating Account and/or the Loss Proceeds Account in accordance with Section 3.8 to any such Local Account upon delivery to the Depositary of a Withdrawal Certificate or Restoration Requisition, as applicable; *provided* that (i) the balance on deposit in any Local Account shall not exceed $1,000,000 at any time and (ii) the amount which the Borrower may transfer to any Local Account from the Operating Account shall not exceed $1,000,000, in the aggregate, in any calendar month. Funds on deposit in the Local Accounts shall be used solely to pay O&M Costs associated with the applicable Guarantor and restoration or replacement of Affected Property.

Section 3.4 First Lien Interest Payment Account.

(a) Upon receipt by the Depositary of a Withdrawal Certificate detailing the amounts and Persons to be paid, the Depositary shall transfer funds in the First Lien Interest Payment Account to the First Lien Administrative Agent to pay Interest Expense (including any Q3 Interest True Up Payment) under the First Lien Loan Documents which is then due and payable in Cash (other than Interest Expense in respect of a mandatory prepayment of the First Lien Loans that will be paid from the Prepayment Account).

(b) If the monies in the First Lien Interest Payment Account are insufficient on any date to make the transfers and payments specified in clause (a), then the amounts on deposit in or credited to the First Lien Interest Payment Account at such time shall be transferred to the First Lien Administrative Agent for the benefit of the First Lien Lenders ratably based on the respective amounts of Interest Expense owed to such First Lien Lenders.

Section 3.5 First Lien Principal Payment Account.

(a) Upon receipt by the Depositary of a Withdrawal Certificate detailing the amounts and Persons to be paid, the Depositary shall transfer funds in the First Lien Principal Payment Account to the First Lien Administrative Agent to pay principal and, if applicable, premium which are then due and payable under the First Lien Loan Documents (other than as a result of (a) any voluntary prepayment of the First Lien Loans or (b) any mandatory prepayment of the First Lien Loans that will be paid from the Prepayment Account).

(b) If the monies in the First Lien Principal Payment Account are insufficient on any date to make the transfers and payments specified in clause (a), then the amounts on deposit in or credited to the First Lien Principal Payment Account at such time shall be transferred to the First Lien Administrative Agent for the benefit of the First Lien Lenders ratably based on the respective amounts owed to the First Lien Lenders.

Section 3.6 [Reserved].

Section 3.7 Prepayment Account. So long as no Event of Default shall have occurred and be continuing, the Depositary (upon receipt of written instruction from the Borrower or, if the Borrower fails to provide such notice within five Business Days of the date any Account Funds are deposited in the Prepayment Account, the Applicable Collateral Agent) shall transfer the funds on deposit in or credited to the Prepayment Account in the following manner and in the following order of priority:

First, pro rata to (a) the First Lien Administrative Agent for ultimate application to the prepayment of outstanding Term B Loans, Term C Loans and Revolving Credit Loans, together with any Interest Expense then due and payable in connection therewith, in accordance with Section 2.06 of the First Lien Credit Agreement and (b) to the extent such Account Funds constitute Asset Sale Proceeds, to any First Lien Commodity Hedge Counterparty, for ultimate application to the payment of any Asset Sale Termination Payment owed to such First Lien Commodity Hedge Counterparty, together, in each case, with any Interest Expense then due and payable in connection therewith;

Second, after giving effect to the foregoing priority *first, pro rata* to the Second Lien Secured Parties, for ultimate application to the prepayment of any outstanding Second Lien Obligations to the extent required to be prepaid under the Second Lien Documents;

Third, any remaining amount on deposit in or credited to the Prepayment Account after giving effect to the foregoing priorities *first* and *second*, (a) so long as no Default has occurred and is continuing or will occur upon giving effect to such withdrawal and transfer, at the option of the Borrower, to such Persons and in such amounts as directed by the Borrower in such written instructions, including to pay dividends to the holders of common Equity Interests in the Borrower, or (b) to the Revenue Account.

Section 3.8 Loss Proceeds Account.

(a) Amounts on deposit in, or credited to, the Loss Proceeds Account in respect of any Casualty Event or Event of Eminent Domain shall be applied as follows:

(i) Subject to clause (iii) below, if the Borrower certifies to the Collateral Agents and the Depositary that the Affected Property is not capable of being rebuilt, repaired, restored or replaced to permit operation of the relevant Project in accordance in all material respects with the terms of the Financing Documents, then upon receipt of such certificate the Depositary shall transfer the amount of such Insurance Proceeds or Eminent Domain Proceeds (as applicable) to the Prepayment Account for further application in accordance with Section 3.7.

(ii) Subject to clause (iii) below, if the Loan Parties determine not to rebuild, repair, restore or replace any Affected Property and if the aggregate Insurance Proceeds or Eminent Domain Proceeds are in excess of $5,000,000, the Depositary shall upon receipt of such notice transfer the amount of such Insurance Proceeds or Eminent

Domain Proceeds (as applicable) to the Prepayment Account for further application in accordance with Section 3.7.

(iii) (A) If the aggregate amount of Insurance Proceeds or Eminent Domain Proceeds, as the case may be, payable in respect of such Casualty Event or Event of Eminent Domain is less than or equal to $75,000,000, then the Borrower may apply such Insurance Proceeds or Eminent Domain Proceeds, as applicable, to the payment of the cost of restoration or replacement of the Affected Property within eighteen (18), or in the event of any delay in such restoration or replacement due to a delay in the receipt of Governmental Authorizations, twenty-four (24), months from the date of receipt of such Insurance Proceeds or Eminent Domain Proceeds, as the case may be; *provided* that the Agents shall have received from the Borrower within 120 days of such Casualty Event or Event of Eminent Domain, a certificate of the Borrower executed by a Responsible Officer of the Borrower (a "***Repair Notice***") (1) setting forth in reasonable detail the nature of such restoration or replacement and the estimated cost and time to complete such restoration or replacement and (2) stating that (x) the proposed restoration or replacement is technologically and economically feasible and (y) the Insurance Proceeds or Eminent Domain Proceeds payable in connection with the related Casualty Event or Event of Eminent Domain, together with other resources available to the Borrower and the Guarantors in accordance with the terms of the Financing Documents, are sufficient to pay the estimated cost of completing such restoration or replacement.

(B) If the aggregate amount of Insurance Proceeds or Eminent Domain Proceeds, as the case may be, payable in respect of any Casualty Event or Event of Eminent Domain (other than a Casualty Event or Event of Eminent Domain described in clause (iii)(A) above) is greater than $75,000,000, then no later than three months following receipt of such payment, the Borrower shall either (1) cause such amount to be transferred to the Prepayment Account for further application in accordance with Section 3.7 or (2) deliver to the Agents (x) a Repair Notice confirming the Borrower's decision to apply such Insurance Proceeds or Eminent Domain Proceeds, as applicable, to the payment of the cost of restoration or replacement of the Affected Property and (y) a report of a reputable consulting engineering firm with recognized standing in the industry of power generation, such engineering firm and report to be reasonably satisfactory to the Applicable Collateral Agent confirming its agreement with (I) the estimated cost and time to complete such restoration and replacement of the Affected Property as set forth in the related Repair Notice and (II) that such restoration and replacement is technologically and economically feasible.

(C) Amounts held in the Loss Proceeds Account may be applied for the payment of the costs of rebuilding, restoration or repair of the Affected Property only as contemplated in this Section 3.8(a)(iii) and Section 3.8(a)(v).

(iv) Notwithstanding anything to the contrary in this Section 3.8(a), if the Insurance Proceeds or Eminent Domain Proceeds (as applicable) are equal to or less than $5,000,000 and the Loan Parties determine not to rebuild, repair, restore or replace the Affected Property or the Affected Property is not capable of being or cannot be rebuilt, repaired, restored or replaced in all material respects in accordance with the terms

of the Financing Documents, then at the specific, written request of the Borrower certifying the same, all such amounts shall be transferred by the Depositary to the Revenue Account.

(v) (A) Before any withdrawal or transfer shall be made from the Loss Proceeds Account, the Borrower shall deliver to the Depositary and Applicable Collateral Agent with respect to each Disbursement Date a requisition from the Borrower substantially in the form attached hereto as Exhibit B (a "***Restoration Requisition***"), dated not more than three Business Days prior to such Disbursement Date on which such withdrawal and transfer is requested to be made, signed by an authorized representative of the Borrower.

(B) On the Disbursement Date referred to in Section 3.8(a)(v)(A) above or as soon thereafter as practicable following receipt of the documents described in Section 3.8(a)(v)(A) above, the Depositary shall withdraw and transfer from the Loss Proceeds Account and shall deposit into the applicable Local Account (for further application to payment of costs associated with the restoration of the Affected Property) and/or pay to the Persons directed by the Borrower in writing the amounts set forth in the Restoration Requisition.

(C) Upon completion of any rebuilding, restoration, repair or replacement of all or a portion of any Project, the Borrower shall notify (in writing) the Depositary and the Agents of such completion, and the amount, if any, required in its reasonable opinion to be retained in the Loss Proceeds Account for the payment of any remaining costs of rebuilding, restoration, repair or replacement not then due and payable and for the payment of reasonable contingencies following completion of such rebuilding, restoration, repair or replacement (the "***Remaining Repair Amounts***"). Upon receipt of such notice, the Depositary shall transfer the amount remaining in the Loss Proceeds Account in excess of the Remaining Repair Amounts and any other amounts to remain in the Loss Proceeds Account as stated in such notice, to the Persons directed by the Borrower in writing to the extent of any amounts which have been expended in connection with such rebuilding, restoration, repair or replacement and not previously reimbursed. If after giving effect to the foregoing, the amount remaining on deposit in the Loss Proceeds Account in excess of the Remaining Repair Amounts exceeds $5,000,000, the Depositary shall transfer all of such excess in the Loss Proceeds Account to the Prepayment Account for further application in accordance with Section 3.7. If such amount is equal to or less than $5,000,000, the Depositary shall transfer all of such amount in the Loss Proceeds Account to the Revenue Account. Thereafter, upon notice from the Borrower that payment of all costs of rebuilding, restoration, repair or replacement of the Project has been made, the Depositary shall transfer any amounts remaining in the Loss Proceeds Account to the Revenue Account.

Section 3.9 Investment of Accounts.

(a) Cash held in the Accounts shall be invested and reinvested in Cash Equivalents by the Depositary, which shall make such investments and revinvestments in Cash Equivalents at the written direction of the Borrower, unless instructions to the contrary have been

given to the Depositary by the Applicable Collateral Agent upon the occurrence and during the continuance of an Event of Default; provided, that the Applicable Collateral Agent shall have no duty to give investment instructions. In no event shall the Depositary or the Applicable Collateral Agent be liable for the selection of Cash Equivalents or for investment losses, if any, incurred thereon. Any and all commissions, broker fees or other charges, penalties, fees or expenses incurred in connection with the investment in, or liquidation of, any Cash Equivalents shall be solely for the account of the Borrower, and shall be debited against the cash balance in the applicable Account.

(b) The Depositary shall sell or liquidate all or any portion of the Cash Equivalents held in any Account at any time the proceeds thereof are required to make any disbursement from such Account in accordance with the terms of this Agreement. Unless the Depositary is otherwise instructed by the Applicable Collateral Agent, any such sale or liquidation shall be in the order of maturity of the applicable Cash Equivalents, with Cash Equivalents closest to maturity being sold or liquidated first. In no event shall the Depositary or the Applicable Collateral Agent be liable for any losses incurred as a result of the liquidation of any Cash Equivalent prior to its stated maturity (including, without limitation, any early withdrawal or liquidation penalty).

(c) Each Cash Equivalent and the net proceeds of the sale or liquidation thereof shall be held in the same Account from which the cash was taken to purchase such Cash Equivalent. All earnings on Cash Equivalents shall be transferred to the Revenue Account.

(d) For purposes of determining responsibility for any income tax payable on account of any income or gain on any Cash Equivalents hereunder, such income or gain shall be for the account of the Borrower.

(e) The Depositary shall take or cause to be taken all actions reasonably requested by the Applicable Collateral Agent that are necessary to perfect the security interests in the Cash Equivalents created or purported to be created by the Collateral Documents.

Section 3.10 Account Balance Statements. The Depositary shall, on a monthly basis within 15 days after the end of each month and at such other times as any Collateral Agent or the Borrower may from time to time reasonably request, provide to the Collateral Agents and the Borrower fund balance statements in respect of each of the Accounts, sub-accounts and amounts segregated in any of the Accounts. Such balance statement shall also include deposits, withdrawals and transfers from and to any Account and sub-accounts and the net investment income or gain received and collected in each such Account and sub-account. The Depositary shall maintain records of all receipts, disbursements, and investments of funds with respect to the Accounts until the third anniversary of the Discharge Date. Within 30 days after the end of each year, the Depositary shall furnish to the Collateral Agents, with a copy to the Borrower, a report setting forth in reasonable detail the account balance, receipts, disbursements, transfers, investment transactions and accruals for each of the Accounts and sub-accounts during such year. The Depositary shall promptly notify the Collateral Agents (with a copy to the Borrower) of its receipt and the amount of any funds received from any Person that is, or is required hereunder to be, deposited into any Account, specifying the Account in which such funds have

been deposited. The Depositary shall give notice to the Collateral Agents and the Borrower of the location of the Accounts and sub-accounts.

Section 3.11 Events of Default.

(a) On and after any date on which the Depositary receives written notice from the Applicable Collateral Agent, that an Event of Default has occurred and is continuing and that the Applicable Collateral Agent has been instructed in accordance with the Intercreditor Agreement to direct the disposition of funds in the Accounts (the date of receipt of such notice, the "***Trigger Event Date***"), notwithstanding anything to the contrary contained herein (including Section 3.2), the Depositary shall thereafter accept all notices and instructions required or permitted to be given to the Depositary pursuant to the terms of this Agreement only from the Applicable Collateral Agent and not from the Borrower, any Guarantor or any other Person, and the Depositary shall not withdraw, transfer, pay or otherwise distribute any monies in any of the Accounts except pursuant to such notices and instructions from the Applicable Collateral Agent, unless the Depositary has been notified in writing by the Applicable Collateral Agent that such Event of Default has been waived, cured or no longer exists or such instruction has been withdrawn in accordance with the terms of the applicable Financing Documents.

(b) Within three Business Days of a Trigger Event Date, the Depositary shall render an accounting of all monies in the Accounts as of such Trigger Event Date to the Collateral Agents.

(c) All of the Collateral Agents' rights and remedies with respect to the Accounts and the other Account Collateral shall be subject to the terms of the Intercreditor Agreement. Accordingly, from and after a Trigger Event Date, the Applicable Collateral Agent shall have the right to control the Accounts, use the Account Collateral to repay the Secured Obligations and sell, dispose or realize on the Account Collateral, in each case in accordance with the Intercreditor Agreement.

(d) From and after a Trigger Event Date, and notwithstanding anything herein to the contrary (but without limiting any of the Secured Parties' rights or remedies under the Collateral Documents and in each case subject to the terms of the Intercreditor Agreement), the Applicable Collateral Agent (or the Depositary at the Applicable Collateral Agent's direction) shall be permitted to (i) liquidate and invest in Cash Equivalents, (ii) direct the disposition of the funds in each of the Accounts, (iii) pay O&M Costs then due and payable and (iv) pay Interest Expense, Ordinary Course Settlement Payments, Termination Payments and principal in accordance with the priorities established by Section 3.2 and the Intercreditor Agreement.

(e) Notwithstanding anything to the contrary herein (including Section 3.2) or in any Collateral Document, if during the continuance of any Event of Default the Applicable Collateral Agent has not been directed to exercise remedies pursuant to the Intercreditor Agreement, then the Applicable Collateral Agent shall direct (and the Borrower hereby authorizes the Applicable Collateral Agent to so direct) the Depositary to withdraw from the Revenue Account the following amounts and transfer such monies to the accounts or Persons indicated below, in each case in the following order of priority to the extent of available funds

and until such time as the Applicable Collateral Agent receives contrary instructions from the applicable Secured Parties under the Intercreditor Agreement:

First, on each Funding Date, to the Operating Account, an amount, which, together with the amount then on deposit in or credited to the Operating Account and the Local Accounts, equals the sum (without duplication) of: (i) the O&M Costs that are then due and payable *plus* (ii) the Borrower's good faith estimate of the O&M Costs reasonably anticipated to be due and payable during the next Funding Period beginning on such Funding Date (as notified by the Borrower pursuant to a Withdrawal Certificate delivered to each of the Collateral Agents and the Depositary at least three Business Days prior to such Funding Date);

Second, on any Business Day and after giving effect to the withdrawals and transfers specified in priority *first* above, on a *pro* rata basis, to (i) the First Lien Administrative Agent, the amount of any Interest Expense then due and payable under the First Lien Loan Documents (including any Q3 Interest True Up Payment), and (ii) subject to the Maximum First Lien Amount in respect of any First Lien Commodity Hedge and Power Sale Agreement, each First Lien Commodity Hedge Counterparty, the amount of any Interest Expense then due and payable to such First Lien Commodity Hedge Counterparty under such First Lien Commodity Hedge and Power Sale Agreement, in each case, with interest at the rates specified in the applicable First Lien Documents in respect of overdue payments; and

Third, on any Business Day and after giving effect to the withdrawals and transfers specified in priorities *first* and *second* above, to the First Lien Administrative Agent, the principal amount of all outstanding First Lien Loans that are then due and payable under the First Lien Loan Documents; and

Fourth, on each Cash Flow Payment Date and after giving effect to the withdrawals and transfers specified in priorities *first*, *second* and *third* above, to the Prepayment Account an amount equal to all amounts remaining on deposit in, or credited to the Revenue Account after giving effect to priorities *first* through *third* above, for further application in accordance with Section 3.7 and Section 3.11(f); and

Fifth, on each Funding Date after the Discharge of First Lien Obligations, and after giving effect to the withdrawals and transfers specified in priorities *first* through *fourth* above, to Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties, on a *pro rata* basis, the aggregate amount comprising Interest Expense under the Second Lien Credit Agreement and the Second Lien LC Support Agreement and any Interest Expense constituting Permitted Second Lien Hedge Amounts owed to such Second Lien Commodity Hedge Counterparty under any Second Lien Commodity Hedge and Power Sale Agreement, in each case with interest at the rates specified in the applicable Second Lien Documents in respect of overdue payments.

(f) Notwithstanding anything to the contrary herein (including Section 3.7) or in any Collateral Document, if during the continuance of any Event of Default, the Applicable Collateral Agent has not been directed to exercise remedies pursuant to the Intercreditor

Agreement, then the Applicable Collateral Agent shall direct (and the Borrower hereby authorizes the Applicable Collateral Agent to so direct) the Depositary to withdraw from the Prepayment Account the following amounts and transfer such monies to the accounts or Persons indicated below, in each case in the following order of priority to the extent of available funds and until such time as the Applicable Collateral Agent receives contrary instructions from the applicable Secured Parties under the Intercreditor Agreement:

First, on any Business Day on which amounts are on deposit in, or credited to the Prepayment Account, on a *pro rata* basis, to (i) the First Lien Administrative Agent, the amount of any Interest Expense then due and payable under the First Lien Loan Documents, and (ii) subject to the Maximum First Lien Amount in respect of any First Lien Commodity Hedge and Power Sale Agreement, each First Lien Commodity Hedge Counterparty, the amount of any Interest Expense then due and payable to such First Lien Commodity Hedge Counterparty under such First Lien Commodity Hedge and Power Sale Agreement, in each case, with interest at the rates specified in the applicable First Lien Documents in respect of overdue payments;

Second, on any Business Day on which amounts are on deposit in, or credited to the Prepayment Account and after giving effect to any withdrawal and transfer specified in priority *first* above, on a *pro rata* basis, to (i) the First Lien Administrative Agent for ultimate application to the repayment of outstanding First Lien Loans and (ii) subject to the Maximum First Lien Amount in respect of any First Lien Commodity Hedge and Power Sale Agreement, each First Lien Commodity Hedge Counterparty, for the ultimate application to the payment of any Ordinary Course Settlement Payments or Termination Payments then due and payable to such First Lien Commodity Hedge Counterparty under such First Lien Commodity Hedge and Power Sale Agreement;

Third, on any Business Day after the Discharge of First Lien Obligations on which amounts are on deposit in, or credited to the Prepayment Account and after giving effect to any withdrawal and transfer specified in priorities *first* and *second* above, to the Second Lien Collateral Agent for the benefit of the Second Lien Lenders, the Second Lien LC Support Provider and each Second Lien Commodity Hedge Counterparty, on a *pro rata* basis, the aggregate amount comprising Interest Expense under the Second Lien Credit Agreement and the Second Lien LC Support Agreement and any Interest Expense constituting Permitted Second Lien Hedge Amounts owed to such Second Lien Commodity Hedge Counterparty under any Second Lien Commodity Hedge and Power Sale Agreement, in each case with interest at the rates specified in the applicable Second Lien Documents in respect of overdue payment;

Fourth, on any Business Day after the Discharge of First Lien Obligations on which amounts are on deposit in, or credited to the Prepayment Account and after giving effect to any withdrawal and transfer specified in priorities *first* through *third*, to the Second Lien Collateral Agent for the benefit of the Second Lien Lenders, the Second Lien LC Support Provider and each Second Lien Commodity Hedge Counterparty, on a *pro rata* basis, for the ultimate application to the payment of Second Liens Loans, any Unreimbursed Obligations (as defined in the Second Lien LC Support Agreement) and any Permitted Second Lien Hedge Amounts in respect of any Ordinary Course Settlement

Payments or Termination Payments then due and payable to such Second Lien Commodity Hedge counterparty under any Second Lien Commodity Hedge and Power Sale Agreement; and

Fifth, after the Discharge Date, any remaining amount on deposit in or credited to the Prepayment Account after giving effect to the foregoing priorities *first* through *fourth*, to the Revenue Account.

(g) In addition to the foregoing, the Applicable Collateral Agent may exercise all rights and remedies of a secured party on default under the UCC at that time and consistent with the provisions of this Agreement, the Intercreditor Agreement and the other Collateral Documents. No right, power or remedy herein conferred upon or reserved to any Collateral Agent is intended to be exclusive of any other right, power or remedy and every such right, power and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right, power and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right, power or remedy hereunder or otherwise shall not prevent the concurrent assertion or employment of any other appropriate right, power or remedy. Resort to any or all Collateral now or hereafter held by the Collateral Agents may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non judicial proceedings or both.

Section 3.12 Transfers from Accounts. Whenever required under this Agreement and unless otherwise specified, all amounts required to be transferred from one Account to any other Account or to a Local Account shall be so transferred by the Depositary as promptly as practicable.

Section 3.13 [Reserved].

Section 3.14 Invasion of Accounts. At any time during any Funding Period, but no more than once during any Funding Period, to the extent amounts on deposit in, or credited to the Operating Account and the Local Accounts are not anticipated to be adequate to pay O&M Costs projected to be incurred prior to the next Funding Date (an "***O&M Deficiency Amount***"), the Borrower may withdraw from the Accounts specified below in the order of priority set forth below and transfer to the Operating Account an amount sufficient to cause the balance in the Operating Account and the Local Accounts to be sufficient to pay the O&M Deficiency Amount: *first*, from the Revenue Account, and *second*, to the extent monies in the Revenue Account are not adequate for such purpose, from the General Reserve Account. The Borrower shall deliver to the Depositary a Withdrawal Certificate at least three Business Days prior to a request withdrawal in respect of any O&M Deficiency Amount. Upon receipt of any such Withdrawal Certificate, the Depositary shall withdraw and transfer to the Operating Account an amount equal to the O&M Deficiency Amount set forth in such Withdrawal Certificate.

Section 3.15 General Reserve Account. Upon receipt by the Depositary of a Withdrawal Certificate, the Depositary shall transfer funds in the General Reserve Account to the Operating Account or any other Account or any Counterparty Collateral Account, in each case as, when and to the extent specified in such Withdrawal Certificate.

Section 3.16 [Reserved].

Section 3.17 Margin Account. Whether or not a Default or Event of Default has occurred and is continuing, the Depositary (upon receipt of written instructions from the Borrower) shall apply funds in the Margin Account as follows:

First, to the Revenue Account, any amounts then due and owing pursuant to the relevant Permitted Commodity Hedge and Power Sale Agreement to any of the Loan Parties by any Commodity Hedge Counterparty who has posted Margin Collateral to the Margin Account in the amount set forth in such Withdrawal Certificate; and

Second, to any Commodity Hedge Counterparty, the amount of any Margin Collateral posted by such Commodity Hedge Counterparty required to be returned to such Commodity Hedge Counterparty under the terms of the relevant Permitted Commodity Hedge and Power Sale Agreement at such time.

ARTICLE IV
DEPOSITARY AGENT

Section 4.1 Appointment; Powers and Immunities. The Borrower, the Guarantors, the First Lien Collateral Agent (on behalf of the First Lien Secured Parties) and the Second Lien Collateral Agent (on behalf of the Second Lien Secured Parties) hereby appoint and authorize the Depositary to act as depositary agent hereunder where acting as an agent with such powers as are expressly delegated to the Depositary by the terms of this Agreement. The Depositary hereby accepts such appointment. The Depositary shall not have any duties or responsibilities except those expressly set forth in this Agreement, nor shall it be a trustee or a fiduciary for any Loan Party or any Secured Party. Notwithstanding anything to the contrary contained herein, the Depositary shall not be required to take any action which is contrary to this Agreement or any other Financing Document or applicable law or which exposes the Depositary to any liability. The Depositary and its directors, officers, employees and agents shall not be responsible or held liable for any action taken or omitted to be taken by it or them hereunder or in connection herewith, except for its or their own gross negligence or willful misconduct. The Depositary may employ agents, custodians, nominees and attorneys-in-fact and shall not be responsible for the negligence or misconduct of any such agents, custodians, nominees or attorneys-in-fact selected by it with reasonable care. Except as otherwise provided under this Agreement, the Depositary shall take only such action with respect to the Accounts and Account Funds as shall be directed by the Applicable Collateral Agent. None of the provisions of this Agreement shall require the Depositary to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured.

Section 4.2 Reliance by Depositary. The Depositary shall be fully entitled to conclusively rely upon any certificate, notice, resolution, statement, instrument, opinion, report, request, consent, order, approval or other paper or document (including any cable, telegram, facsimile or telex) believed by it to be genuine and correct and to have been signed or sent by or

on behalf of the proper Person or Persons, and upon advice and statements of legal counsel, independent accountants and other experts selected by the Depositary. The Depositary shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, entitlement order, approval or other paper or document. Whenever in the administration of the provisions of this Agreement the Depositary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action to be taken hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of gross negligence or bad faith on the part of the Depositary, be deemed to be conclusively proved and established by a certificate signed by a Responsible Officer of any Loan Party or Collateral Agent, and delivered to the Depositary and such certificate, in the absence of gross negligence or bad faith on the part of the Depositary, shall be full warrant to the Depositary for any action taken, suffered or omitted by it under the provisions of this Agreement upon the faith thereof. As to any other matters not expressly provided for by this Agreement, the Depositary shall not be required to take any action or exercise any discretion, but shall be required to act or to refrain from acting upon instructions of the Applicable Collateral Agent (except the Depositary shall not be required to take any action which exposes the Depositary to personal liability or which is contrary to this Agreement, any other Financing Document or applicable law) and shall in all cases be fully protected in acting, or in refraining from acting, hereunder in accordance with the instructions of the Applicable Collateral Agent. The Depositary shall not be deemed to have knowledge or notice of the occurrence of any Default unless the Depositary has received a written notice from the Applicable Collateral Agent or a Loan Party, referring to this Agreement, describing such Default and indicating that such written notice is a notice of default. Any instructions to the Depositary to move Account Funds that are received after 11:00 A.M. (New York City time) on any Business Day will be treated as if received on the following Business Day.

Section 4.3 Indemnification. The Borrower assumes all liabilities for, and agrees to indemnify, protect, save and keep harmless the Depositary and its successors, assigns, agents, attorneys and servants from and against, any and all claims, liabilities, obligations, losses, damages, penalties, costs and reasonable expenses that may be imposed on, incurred by, or asserted against, at any time, the Depositary and in any way relating to or arising out of the execution, delivery and performance of this Agreement, the establishment of the Accounts, the acceptance of deposits, the purchase or sale of Cash Equivalents, the retention of Cash and Cash Equivalents or the proceeds thereof and any payment, transfer, or other application of Cash or Cash Equivalents by the Depositary in accordance with the provisions of this Agreement, or as may arise by reason of any act, omission or error of the Depositary made in good faith in the conduct of its duties; except that the Borrower shall not be required to indemnify, protect, save and keep harmless the Depositary against its own gross negligence or willful misconduct. The indemnities contained in this Section 4.3 shall survive the termination of this Agreement or removal or resignation of the Depositary.

Section 4.4 Resignation and Removal.

(a) The Depositary may at any time resign by giving notice to each other party to this Agreement, such resignation to be effective upon the appointment of a successor depositary agent as provided below. The Applicable Collateral Agent (upon the direction of (i) prior to the Discharge of First Lien Obligations, the Required First Lien Lenders and (ii) after the

Discharge of First Lien Obligations, the Required Second Lien Secured Parties) may remove the Depositary at any time by giving written notice to each other party to this Agreement, such removal to be effective upon the appointment of a successor depositary agent as provided below.

(b) In the event of any resignation or removal of the Depositary, a successor depositary agent, which shall be a bank or trust company organized under the laws of the United States of America, or of a state of the United States of America, having a capital and surplus of not less than $50,000,000, shall be promptly appointed by the Applicable Collateral Agent with (so long as no Event of Default has occurred and is continuing) the approval of Borrower. If a successor depositary agent shall not have been appointed and accepted its appointment within 45 days after such notice of resignation of the Depositary or such notice of removal of the Depositary, the Depositary, the Applicable Collateral Agent or any Loan Party may apply (at the sole cost and expense of the Borrower) to any court of competent jurisdiction to appoint a successor depositary agent to act until such time, if any, as a successor depositary agent shall have accepted its appointment as provided above. A successor depositary agent so appointed by such court shall immediately and without further act be superseded by any successor depositary agent appointed by the Applicable Collateral Agent as provided above. Any successor depositary agent shall be capable of acting as a "*securities intermediary*") within the meaning of Section 8-102(14) of the UCC) and a "*bank*" (within the meaning of Section 9-102(a)(8) of the UCC) and shall promptly deliver to each party to this Agreement a written instrument accepting such appointment and thereupon such successor depositary agent shall succeed to all the rights and duties of the Depositary, and release the Depositary from its obligations, under this Agreement and shall be entitled to receive the Accounts and Account Funds from the Depositary.

(c) Upon the replacement of the Depositary hereunder, all Account Funds shall be transferred to the successor depositary agent. In the event of the resignation or removal of the Depositary, the Depositary shall be entitled to its fees and expenses in accordance with the terms hereof up to the time such resignation or removal becomes effective in accordance with this Section 4.4.

Section 4.5 Directions to Depositary. All written directions and instructions (which may be provided by facsimile or e-mail transmission) by the Borrower and any Collateral Agent to the Depositary pursuant to this Agreement shall be executed by an authorized signatory (each, an "***Authorized Signatory***") of the Borrower or any Collateral Agent, as applicable. No Person shall be deemed to be an Authorized Signatory of the Borrower unless such Person is named on a certificate of incumbency delivered to the Depositary on the Closing Date or is otherwise named in a written notice signed by an Authorized Signatory and delivered by the Borrower to the Depositary at any time subsequent to the Closing Date. All directions, orders and other instructions provided by any Collateral Agent to the Depositary hereunder shall be in writing. In its capacity as the Depositary, the Depositary will accept all instructions and documents complying with the above order under the indemnities provided in this Agreement, and reserves the right to refuse to accept any instructions or documents which fail, or appear to fail, to comply with this Agreement. Further to this procedure, the Depositary reserves the right to telephone an Authorized Signatory to confirm the details of such instructions or documents if they are not already on file with the Depositary as standing instructions. The Depositary and each Collateral Agent agree that the above constitutes a commercially reasonable security procedure.

Section 4.6 Payment of Fees and Expenses to Depositary. The Borrower covenants and agrees to pay to the Depositary from time to time, or, if the Borrower fails to make such payment, the Depositary may reimburse itself for from the Revenue Account (before giving effect to the disbursements made pursuant to Section 3.2), and the Depositary shall be entitled to, the fees and expenses agreed in writing between the Borrower and the Depositary, and will further pay or reimburse the Depositary, or, if the Borrower fails to make such payment, the Depositary may reimburse itself from the Revenue Account (before giving effect to the disbursements made pursuant to Section 3.2), upon its request for all expenses, disbursements and advances incurred or made by the Depositary in accordance with any of the provisions hereof or any other documents executed in connection herewith (including the reasonable compensation and the reasonable expenses and disbursements of its counsel and of all persons not regularly in its employ). The obligations of the Borrower under this Section 4.6 to compensate the Depositary and to pay or reimburse the Depositary for reasonable expenses, disbursements and advances shall survive the satisfaction and discharge of this Agreement or the earlier resignation or removal of the Depositary.

Section 4.7 Investment Directions. Notwithstanding any other provisions of this Agreement:

(a) The Depositary shall have no obligations to invest or reinvest any Account Funds in any Account if all or a portion of such Account Funds are deposited with the Depositary after 11:00 A.M. (New York City time) on the day of deposit. Instructions to invest, reinvest or redeem any Account Funds that are received after 11:00 A.M. (New York City time) will be treated as if received on the following Business Day.

(b) The Depositary is authorized to sell or liquidate any investment made hereunder whenever the Depositary shall be required to release the Account Funds pursuant to the terms of this Agreement. The Depositary shall have no responsibility or liability for any investment losses resulting from the investment, reinvestment or liquidation of the Account Funds other than in accordance with Section 4.3 of this Agreement.

(c) Any interest or other income received on Cash Equivalent of amounts on deposit in or credited to any Account shall become part of the Account Funds.

(d) Except as otherwise provided in Section 3.9, if the Depositary does not receive written investment instructions for any Account Funds, such Account Funds shall remain uninvested with no liability for interest therein. It is agreed and understood that the Depositary may earn fees associated with the investment described herein.

(e) Any investment direction contained herein may be executed through an affiliated broker dealer of the Depositary and shall be entitled to any usual and customary fees. Neither the Depositary nor any of its Affiliates assume any duty or liability for monitoring the investment rating of any Cash Equivalents.

Section 4.8 Encryption. Notwithstanding anything to the contrary herein, any and all communications (both text and attachments) by or from the Depositary that the Depositary in its sole discretion deems to contain confidential, proprietary, and/or sensitive

information and sent by electronic mail will be encrypted. The recipient of the email communication will be required to complete a one-time registration process. Information and assistance on registering and using the email encryption technology can be found at Citibank, N.A.'s secure website at www.citigroup.com/citigroup/citizen/privacy/email.htm or by calling (866) 535-2504 (in the U.S.) or (904) 954-6181 at any time.

Section 4.9 Publication. No printed or other material in any language, including prospectuses, notices, reports, and promotional material which mentions "Citibank", or "Citigroup" or "Citi" by name or the rights, powers, or duties of the Depositary under this Agreement, other than those that relate to the ordinary course of business as it relates to the matters described therein, shall be issued by any party hereto, or on such party's behalf, without the prior written consent of the Depositary.

ARTICLE V

MISCELLANEOUS

Section 5.1 Guarantors. Each Guarantor hereby appoints the Borrower as its agent for the purpose of delivering Withdrawal Certificates and taking other actions hereunder.

Section 5.2 Termination. The rights and powers granted herein to the Collateral Agents have been granted in order to, among other things, perfect the security interest in the Accounts granted to each such Collateral Agent, are powers coupled with an interest, and will be affected neither by Insolvency or Liquidation Proceeding nor by the lapse of time. Except as otherwise provided herein, the obligations of the Depositary hereunder shall continue in effect until the Discharge Date and the Applicable Collateral Agent has notified the Depositary in writing of the occurrence of the Discharge Date. After the Discharge Date, all right, title and interest of the Collateral Agents and the Secured Parties in the Accounts and Account Funds shall revert to the Loan Parties. At such time, the Applicable Collateral Agent shall direct the Depositary to, and upon such direction the Depositary shall, pay any Account Funds (including Cash Equivalents) then remaining in the Accounts to the Borrower. No termination of any Secured Party's interest hereunder shall affect the rights of any other Secured Party hereunder. The First Lien Collateral Agent will inform the Depositary of the Discharge of First Lien Obligations promptly upon the occurrence thereof. The Second Lien Collateral Agent will inform the Depositary of the Discharge of Second Lien Obligations promptly upon the occurrence thereof.

Section 5.3 Amendments; Etc. (a) No amendment or waiver of any provision of this Agreement and no consent to any departure by any Loan Party herefrom shall in any event be effective unless the same shall be in writing and signed by each of the parties hereto and is otherwise in accordance with the terms of the Financing Documents. Any such amendment, waiver or consent shall be effective only in the specific instance and for the specified purpose for which given. No failure on the part of any Collateral Agent or any other Secured Party to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

(b) Notwithstanding the other provisions of this Agreement, the Borrower, the Guarantors and the Collateral Agents may (but shall have no obligation to) amend or supplement this Agreement or the Collateral Documents without the consent of any other Secured Party: (i) to cure any ambiguity, defect or inconsistency; (ii) to make any change that would provide any additional rights or benefits to the Secured Parties; or (iii) to make, complete or confirm any grant of Collateral permitted or required by this Agreement or any of the Collateral Documents or any release of any Collateral that is otherwise permitted under the terms of this Agreement and the Financing Documents.

Section 5.4 Addresses for Notices. All notices and other communications provided for hereunder shall be in writing (including telecopy communication) and mailed, telecopied or otherwise delivered, confirmed immediately in writing,), if to any Loan Party to the Borrower at its address at New MACH Gen, LLC, 1780 Hughes Landing, Suite 800, The Woodlands, TX 77380, Attention: Dale Lebsack, E-mail Address: dale.lebsack@talenenergy.com (with a copy sent to New MACH Gen, LLC, 1780 Hughes Landing, Suite 800, The Woodlands, TX 77380, Attention: John Chesser, E-mail Address: john.chesser@talenenergy.com); if to the First Lien Collateral Agent, at its address at its address at 7195 Dallas Parkway, Plano, TX 75024, Attention: James Erwin, Fax: (469) 467-5550, E-mail Address: jerwin@clmgcorp.com; if to the Depositary, at its address at Citibank Agency and Trust, 388 Greenwich Street, 14th floor, New York, NY, 10013, Attention: Marion O'Connor, Fax: (973) 461-7191, E-mail Address: marion.oconnor@citi.com; and if to any other party, at such party's address as provided in the Intercreditor Agreement or, as to any party, at such other address as shall be designated by such party in a written notice to the other parties. All such notices and other communications shall, when mailed, telecopied or otherwise delivered, be effective when deposited in the mails, telecopied or otherwise delivered (or confirmed by a signed receipt), respectively, addressed as aforesaid; except that notices and other communications to the Depositary shall not be effective until received by the Depositary.

Section 5.5 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 5.6 Binding Effect. This Agreement shall become effective when it shall have been executed by the Borrower, each Guarantor, the First Lien Collateral Agent and the Depositary and thereafter shall be binding upon and inure to the benefit of the Borrower, each Loan Party, each Collateral Agent and the Depositary and their respective successors and assigns, except that the Borrower and the Loan Parties shall not have the right to assign their rights hereunder or any interest herein without the prior written consent of the Applicable Collateral Agent.

Section 5.7 No Waiver; Remedies. No failure on the part of the Depositary, the Collateral Agents or any of the Secured Parties or any of their nominees or representatives to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the Depositary, the Collateral Agents or any of the Secured Parties or any of their nominees or representatives of any right, power or remedy hereunder preclude any other or future exercise thereof or the exercise of any other right, power or remedy, nor shall any waiver of any single Event of Default or other breach or default be deemed a waiver of any other Event of Default or

other breach or default theretofore or thereafter occurring. Without limiting the generality of the foregoing, if the Collateral Agents or the Depositary fail to make any transfers or withdrawals as and when specified in this Agreement, such failure shall not operate as a waiver of any of the rights that the Secured Parties may have under the Financing Documents and the Collateral Agents or the Depositary, as applicable, will promptly take any such action which it previously failed to take in accordance with the terms of this Agreement. All remedies either under this Agreement or by law or otherwise afforded to any Secured Party shall be cumulative and not alternative.

Section 5.8 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by telecopier of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

Section 5.9 Intercreditor Provisions. As between the parties hereto other than the Depositary, in the event of any conflict between the provisions set forth in this Agreement and those set forth in the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall supersede and control the terms and provisions of this Agreement.

Section 5.10 Force Majeure. In no event shall any of the Collateral Agents or Depositary be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of god, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that each of the Collateral Agents and the Depositary shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 5.11 Consequential Damages. Anything in this Agreement to the contrary notwithstanding, in no event shall any of the parties hereto be liable under or in connection with this Agreement for indirect, special, incidental, punitive or consequential losses or damages of any kind whatsoever, including but not limited to lost profits, whether or not foreseeable, even if such party has been advised of the possibility thereof and regardless of the form of action in which such damages are sought.

Section 5.12 Jurisdiction, Etc.

(a) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any of the other Financing Documents to which it is a party, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such

New York State court or, to the fullest extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Agreement or any of the other Financing Documents in the courts of any jurisdiction.

(b) Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any of the other Financing Documents to which it is a party in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

Section 5.13 Termination of Original Security Deposit Agreement; Closing of Accounts.

(a) Prior to the date hereof, the Borrower, Athens, Millennium and Harquahala entered into the Security Deposit Agreement, dated as of April 28, 2014 (as amended, the "***Original Security Deposit Agreement***"), with the Depositary, the First Lien Collateral Agent and certain other parties thereto from time to time to govern certain of their respective rights and obligations with respect to the Accounts. Pursuant to Section 5.2 of the Original Depositary Agreement, CLMG CORP., as the Applicable Collateral Agent under the Original Depositary Agreement prior to the date hereof, hereby notifies the Depositary that, by virtue of the confirmation and effectiveness of the Plan of Reorganization, with effect from the date hereof, the Discharge Date (as defined in the Original Depositary Agreement) has occurred. Accordingly, all right, title and interest of the parties to the Original Depositary Agreement in the Accounts and Account Funds revert to the Borrower and the Guarantors as of such Discharge Date. The Loan Parties in turn hereby acknowledge that they have simultaneously granted to the First Lien Collateral Agent a Lien on and security interest in such Accounts and Account Funds to secure their Obligations under the First Lien Documents and direct the Depositary, from and after the date hereof, to receive, hold and apply the Accounts and Account Funds according to the terms of this Agreement. The First Lien Collateral Agent (on behalf of the First Lien Secured Parties), the Borrower and each Guarantor hereby direct the Depositary to close the Debt Service Reserve Account and the LSP Asset Sale Proceeds Account (each as defined in the Original Security Deposit Agreement) and transfer all amounts on deposit therein to the Revenue Account, and hereby confirm that the Depositary shall not have any duties or responsibilities in respect of such accounts (other than to close such accounts as described herein). The parties to this Agreement hereby agree and consent that the Original Depositary Agreement is hereby terminated and shall be of no further force and effect from and after the date hereof.

(b) Upon the Discharge of First Lien Obligations, the First Lien Collateral Agent (on behalf of the First Lien Secured Parties), the Borrower and each Guarantor shall promptly direct the Depositary to close the First Lien Interest Payment Account and the First Lien Principal Payment Account and transfer all amounts on deposit therein to the Revenue Account, and confirm to the Depositary that, upon the Discharge of First Lien Obligations, the

Depositary shall not have any duties or responsibilities in respect of such accounts thereafter (other than to close such accounts as described herein).

Section 5.14 U.S.A. Patriot Act. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Depositary, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Depositary. The parties to this Agreement agree that they will provide the Depositary with such information as it may request in order for the Depositary to satisfy the requirements of the U.S.A. Patriot Act.

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IN WITNESS WHEREOF, the parties hereto have caused this Security Deposit Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

NEW MACH GEN, LLC,
as Borrower

By: _____
Name:
Title:

MACH GEN GP, LLC,
as Guarantor

By: _____
Name:
Title:

NEW ATHENS GENERATING
COMPANY, LLC,
as Guarantor

By: _____
Name:
Title:

MILLENNIUM POWER PARTNERS, L.P.,
as Guarantor

By: _____
Name:
Title:

CLMG CORP.,
as First Lien Collateral Agent

By: _____
Name:
Title:

TALEN INVESTMENT CORPORATION,
as Second Lien Collateral Agent

By: _____
Name:
Title:

CITIBANK, N.A.,
as Depositary

By: _____
Name:
Title:

EXHIBIT A

FORM OF
WITHDRAWAL CERTIFICATE

WITHDRAWAL CERTIFICATE

Date of Certificate **[_____]**
Requested Funding Date / Transfer Date: **[_____]**

Citibank, N.A., as Depositary
under the Security Deposit Agreement
referred to below
Agency and Trust
388 Greenwich Street, 14th Floor
New York, New York 10013
Attention: Marion O'Connor
Fax: (973) 461-7191

CLMG Corp., as First Lien Collateral Agent
7195 Dallas Parkway
Plano, TX 75024
Attention: James Erwin
Fax: (469) 467-5550

Re: SECURITY DEPOSIT AGREEMENT, dated as of [__], 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "***Security Deposit Agreement***"), by and among NEW MACH GEN, LLC, a Delaware limited liability company (the "***Borrower***"), the Guarantors from time to time party thereto, CLMG Corp., in its capacity as First Lien Collateral Agent, and Citibank, N.A., as Depositary.

Ladies and Gentlemen:

I, **[ ]**, am an authorized representative of the Borrower and am delivering this certificate (this "***Withdrawal Certificate***") pursuant to Section(s) **[3.2] [3.3(a)] [3.3(b)] [3.4(a)] [3.5(a)] [3.7] [3.14] [3.15]** of the Security Deposit Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings assigned thereto in the Security Deposit Agreement.

I, on behalf of the Borrower, solely in my capacity as an authorized representative of the Borrower and not in my individual capacity, do hereby certify to the Depositary and the First Lien Collateral Agent as of the date hereof that:

I am authorized to execute this Withdrawal Certificate on behalf of the Borrower.

[Revenue Account. The following transfers are requested to be made from the Revenue Account in accordance with this Withdrawal Certificate as set forth in greater detail in the attached Schedule I:

a. **[For Funding Dates]** In accordance with priority *first* of Section 3.2 of the Security Deposit Agreement, we request that $**[_____]** be transferred to the Operating Account. Such amount requested represents an amount which, together with the amount then on deposit in or credited to the Operating Account and the Local Accounts, equals the sum (without duplication) of: (i) the O&M Costs that are then due and payable *plus* (ii) the Borrower's good faith estimate of the O&M Costs reasonably anticipated to be due and payable during the next Funding Period beginning on such Funding Date.

b. **[For any Business Day]** In accordance with priority *second* of Section 3.2 of the Security Deposit Agreement, we request that [(i) $**[_____]** be transferred to [the First Lien Administrative Agent [and] the First Lien Collateral Agent], and such amount represents the amount of any fronting bank fees then due and payable to the First Lien Administrative Agent and the First Lien Collateral Agent, as applicable, or becoming due and payable on such Business Day, (ii) $**[_____]** be transferred to the Lenders (as defined in the First Lien Credit Agreement), and such amount represents an amount corresponding to the fees, costs, charges, expenses and other amounts due and payable under Sections 2.03(b)(A) and (E) of the First Lien Credit Agreement in respect of the Project LCs (as defined in the First Lien Credit Agreement), or becoming due and payable on such Business Day and (iii)][1] $**[_____]** be transferred to the Second Lien LC Support Provider, and such amount represents the amount of any fronting bank fees and other amounts then due and payable to the Second Lien LC Support Provider or becoming due and payable on such Business Day under Section 2.02(a) of the Second Lien LC Support Agreement.

c. **[For any Business Day]** In accordance with priority *third* of Section 3.2 of the Security Deposit Agreement, we request that $**[_____]** be transferred to the [First Lien Interest Payment Account. Such amount requested represents an amount which, together with the amount then on deposit in or credited to the First Lien Interest Payment Account, equals the sum (without duplication) of the amount of Interest Expense under or in respect of the First Lien Loan Documents (including any Q3 Interest True Up Payment) that is then due and payable in Cash or becoming due and payable in Cash to the First Lien Lenders on such Business Day (other than Interest Expense in respect of a mandatory prepayment of the First Lien Loans that will be paid from the Prepayment Account).][2] [Second Lien Secured Parties. Such amount requested represents an amount that equals the sum

[1] To be included prior to the Discharge of First Lien Obligations.

[2] To be included prior to the Discharge of First Lien Obligations.

(without duplication) of the Second Lien Obligations under or in respect of the Second Lien Documents that is then due and payable or becoming due and payable on such Business Day (other than any Second Lien Obligations in respect of a mandatory prepayment that will be paid from the Prepayment Account) or any other Second Lien Obligations for which the Borrower has in its discretion elected to make a voluntary prepayment.][3]

d. **[For any Business Day until the Discharge of First Lien Obligations]** In accordance with priority *fourth* of Section 3.2 of the Security Deposit Agreement, we request that $**[_____]** be transferred to the First Lien Principal Payment Account. Such amount requested represents an amount which, together with the amount then on deposit in or credited to the First Lien Principal Payment Account, equals the principal amount of all outstanding First Lien Loans that are then due and payable or becoming due and payable to the First Lien Lenders on such Business Day (other than as a result of (i) any voluntary prepayment of the First Lien Loans or (ii) any mandatory prepayment of the First Lien Loans that will be paid from the Prepayment Account).

e. **[For any date until the Discharge of First Lien Obligations]** In accordance with priority *sixth* of Section 3.2 of the Security Deposit Agreement, we request that $**[_____]** be transferred to the First Lien Administrative Agent for ultimate application to the prepayment of the First Lien Loans and related Interest Expense specified in Schedule I.

f. **[For Cash Flow Payment Dates][4][For any Business Day][5]** In accordance with priority *seventh* of Section 3.2 of the Security Deposit Agreement, we request that $**[_____]** be transferred to the [General Reserve Account][a Counterparty Cash Collateral Account]. [After giving effect to such transfer, the amount on deposit in or credited to the General Reserve Account shall not exceed the then-applicable General Reserve Amount during any time prior to the Discharge of First Lien Obligations][6][After giving effect to such transfer, the aggregate amount of cash in Counterparty Collateral Accounts that are subject to Permitted Liens pursuant to clause (d)(i) of the definition of "Permitted Liens" in the First Lien Credit Agreement does not exceed the Reserve Funded Cash Collateral Amount (as defined in the First Lien Credit Agreement)][7].

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[3] To be included following the Discharge of First Lien Obligations.

[4] To be included for a transfer to the General Reserve Account.

[5] To be included for a transfer to a Counterparty Collateral Account.

[6] To be included for a transfer to the General Reserve Account.

[7] To be included for a transfer to a Counterparty Collateral Account that is subject to a Permitted Lien described in clause (d)(i) of the definition of "Permitted Liens" in the First Lien Credit Agreement.

g. **[For Cash Flow Payment Dates]** In accordance with priority *eighth* of Section 3.2 of the Security Deposit Agreement, we request that $**[_____]** be transferred to [the Prepayment Account, for further application in accordance with Section 3.7 of the Security Deposit Agreement. Such amount requested represents an amount which equals all amounts remaining on deposit in, or credited to the Revenue Account after giving effect to priorities *first* through *seventh* of Section 3.2 of the Security Deposit Agreement.][8] [[____] as set forth in Schedule I attached to this Withdrawal Certificate][9].

[Operating Account. In accordance with Section 3.3**[**(a)**]** **[**and**]** **[**(b)**]** of the Security Deposit Agreement, the transfers set forth in greater detail in the attached Schedule I are requested to be made from the Operating Account including, at the option of the Borrower, any transfers to the Local Accounts set forth on Schedule I.**]**

[First Lien Interest Payment Account. In accordance with Section 3.4(a) of the Security Deposit Agreement, the transfers set forth in greater detail in the attached Schedule I are requested to be made from the First Lien Interest Payment Account.**]**

[First Lien Principal Payment Account. In accordance with Section 3.5(a) of the Security Deposit Agreement, the transfers set forth in greater detail in the attached Schedule I are requested to be made from the First Lien Principal Payment Account.**]**

[Prepayment Account. In accordance with Section 3.7 of the Security Deposit Agreement, we request that $**[ ]** be withdrawn from the Prepayment Account and transferred to **[ ]** as set forth in Schedule I attached to this Withdrawal Certificate.**]**

[Revenue Account and/or General Reserve Account. In accordance with Section 3.14 of the Security Deposit Agreement, the transfers set forth in greater detail in the attached Schedule I are requested to be made from **[**the Revenue Account**]** **[**and**]** **[**the General Reserve Account**].][10]**

[For any date] [General Reserve Account. In accordance with Section 3.15 of the Security Deposit Agreement, the transfers set forth in greater detail in the attached Schedule I are requested to be made from the General Reserve Account to the **[**Operating Account**]** **[**other Account or Counterparty Collateral Account**].]**

Set forth on Schedule I attached hereto is the name of each Person to whom any payment or transfer is to be made, the aggregate amount owed or being transferred to such Person on or prior

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8 To be included prior to the Discharge of First Lien Obligations.

9 To be included following the Discharge of First Lien Obligations. Transfer instructions to be included for any such Persons as directed by the Borrower, including in order to pay dividends to the holder of Common Equity Interests in the Borrower.

10 No more than once during any Funding Period and subject to there being an O&M Deficiency Amount.

to the date set forth in such Schedule I and a summary description of the purposes for which each payment or transfer was or is to be made.

We hereby certify, as of the date hereof, that (a) **[**an**] [**no**]** Event of Default has occurred and is continuing or will result from the disbursements requested hereby and (b) we have complied with all applicable provisions of the relevant Financing Documents (as defined in the Intercreditor Agreement) relating to the disbursements requested hereby.

The agreements, statements, certifications, representations and warranties contained in this Withdrawal Certificate shall survive and remain effective until the obligations (other than the contingent obligations in the nature of indemnities) of the Loan Parties (as defined in the Intercreditor Agreement) under the Financing Documents (as defined in the Intercreditor Agreement) are paid or otherwise satisfied in full.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower has caused this Withdrawal Certificate to be duly executed and delivered by an authorized representative of the Borrower as of the date first above written.

NEW MACH GEN, LLC

a Delaware limited liability company

By: _____

Name: _____

Title: _____

Schedule I to
Withdrawal Certificate

Withdrawal/Transfers to be made by Depositary from the [SPECIFY ACCOUNT] Account

Transfer Date	Payee/Transferee and Purpose	Wiring or Other Payment Instructions	Amount
			$[ ]
			$[ ]
			$[ ]
[Insert additional rows as necessary]			$[ ]
		Total:	$[ ]

EXHIBIT B

FORM OF
RESTORATION REQUISITION

RESTORATION REQUISITION

No. [_____]

[Date][1]

Citibank, N.A., as Depositary
under the Security Deposit Agreement
referred to below
Agency and Trust
388 Greenwich Street, 14th Floor
New York, New York 10013
Attention: Marion O'Connor
Fax: (973) 461-7191

CLMG Corp., as First Lien Collateral Agent
7195 Dallas Parkway
Plano, TX 75024
Attention: James Erwin
Fax: (469) 467-5550

Re: SECURITY DEPOSIT AGREEMENT, dated as of [__], 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "***Security Deposit Agreement***"), by and among NEW MACH GEN, LLC, a Delaware limited liability company (the "***Borrower***"), the Guarantors from time to time party thereto, CLMG CORP., in its capacity as First Lien Collateral Agent, and CITIBANK, N.A., as Depositary.

Ladies and Gentlemen:

I, **[_____]**, am an authorized representative of the Borrower and am delivering this requisition (this "***Restoration Requisition***") pursuant to Section 3.8(a)(v)(A) of the Security Deposit Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings assigned thereto in the Security Deposit Agreement.

[1] To be dated not more than 3 Business Days prior to the Disbursement Date.

I, on behalf of the Borrower, solely in my capacity as an authorized representative of the Borrower and not in my individual capacity, do hereby certify to the Depositary and the First Lien Collateral Agent as of the date hereof that:

2. I am authorized to execute this Restoration Requisition on behalf of the Borrower.

3. The aggregate amount requested to be withdrawn or transferred from the Loss Proceeds Account in accordance with this Restoration Requisition is $**[_____]**.

4. The Disbursement Date on which the withdrawals and transfers pursuant to this Restoration Requisition are to be made is **[__, _____]**.

5. Set forth on Schedule I attached hereto is the name of each Person to whom any payment is to be made, the aggregate amount incurred on or prior to the Disbursement Date or reasonably anticipated to be incurred within the thirty (30) day period following the Disbursement Date by such Person and a summary description of the work performed, services rendered, materials, equipment or supplies delivered or any other purpose for which each payment was or is to be made.

6. The rebuilding, restoration or repair costs which have been paid or for which payment is requested under this Restoration Requisition are in all material respects in accordance with the Repair Notice dated **[**_____,_____**]**.

7. The costs of rebuilding, restoration or repair for which payment is requested under this Restoration Requisition from the Loss Proceeds Account have not been the basis for any prior requisition by the Borrower.

8. As of the date hereof, the Borrower has not received any written notice of any Lien (as defined in the Intercreditor Agreement), right to Lien or attachment upon, or claim affecting the right of the Borrower to receive any portion of the amount of this Restoration Requisition other than in respect of any Permitted Lien, or in the event that the Borrower has received notice of any such Lien, attachment or claim (other than a Permitted Lien), such Lien, attachment or claim has been released or discharged as of the date hereof or is expected to be released or discharged upon payment of the costs for which payment is requested under this Restoration Requisition.

9. As of the date hereof, **[**an**] [**no**]** Event of Default has occurred and is continuing.

IN WITNESS WHEREOF, the Borrower has caused this Restoration Requisition to be duly executed and delivered by an authorized representative of the Borrower as of the date first above written.

NEW MACH GEN, LLC

a Delaware limited liability company

By: _____

Name: _____

Title: _____

Schedule I
to Restoration Requisition

Direct Payments to be made by Depositary from the Loss Proceeds Account

Payee	Purpose	Wiring or Other Payment Instructions	Amount
			$[ ]
			$[ ]
			$[ ]
[Insert additional rows as necessary]			$[ ]
		Total:	$[ ]

Exhibit P
to the
Restructuring Support Agreement

NEW SECOND LIEN SECURITY DOCUMENTS

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF [_____], 2018 (AS AMENDED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG NEW MACH GEN, LLC, AS BORROWER, THE GUARANTORS PARTY THERETO, CLMG CORP., AS FIRST LIEN COLLATERAL AGENT, TALEN INVESTMENT CORPORATION, AS SECOND LIEN COLLATERAL AGENT, CLMG CORP., AS FIRST LIEN ADMINISTRATIVE AGENT, TALEN INVESTMENT CORPORATION, AS SECOND LIEN ADMINISTRATIVE AGENT, TALEN ENERGY SUPPLY, LLC, AS SECOND LIEN LC SUPPORT PROVIDER, AND EACH OTHER PERSON PARTY OR THAT MAY BECOME PARTY THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECOND LIEN SECURITY AGREEMENT

Dated as of [●], 2018

From

The Grantors referred to herein

as Grantors

to

Talen Investment Corporation

as Second Lien Collateral Agent

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SECOND LIEN SECURITY AGREEMENT

SECOND LIEN SECURITY AGREEMENT dated as of [●], 2018, made by NEW MACH GEN, LLC, a Delaware limited liability company (the "***Borrower***"), and the other Persons listed on the signature pages hereof (the Borrower and the Persons so listed, other than the Second Lien Collateral Agent, being, collectively, the "***Grantors***"), to Talen Investment Corporation, as second lien collateral agent (in such capacity, together with any successor second lien collateral agent appointed pursuant to Section 7.8 of the Intercreditor Agreement (as hereinafter defined), the "***Second Lien Collateral Agent***") for the Second Lien Secured Parties (as defined in the Intercreditor Agreement).

PRELIMINARY STATEMENTS.

(1) The Borrower is a debtor in a pending case under chapter 11 of the Bankruptcy Code, jointly administered with the corresponding case of certain of its Subsidiaries (such cases together, the "***Chapter 11 Cases***"), in the United States Bankruptcy Court for the District of Delaware (the "***Bankruptcy Court***").

(2) The Borrower and Beal Bank USA are co-proponents of a prepackaged plan of reorganization of such debtors (the "***Plan of Reorganization***"), which Plan of Reorganization has been confirmed by the Bankruptcy Court by order dated [●], 2018.

(3) In order to satisfy certain conditions to effectiveness and consummation of the Plan of Reorganization, the Borrower and the Guarantors have entered into (i) that certain Second Lien Credit and Guaranty Agreement, dated as of the date hereof (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "***Second Lien Credit Agreement***"), with the Second Lien Administrative Agent, the Second Lien Collateral Agent and the lenders party thereto from time to time, pursuant to which the Second Lien Lenders party thereto have agreed to make available, effective upon consummation of the Plan of Reorganization, second lien secured credit facilities for the Borrower on the terms and conditions provided therein and (ii) that certain LC Support Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, extended, renewed, replaced, restructured or otherwise modified from time to time, the "***Second Lien LC Support Agreement***"), with the Second Lien LC Support Provider and the Second Lien Collateral Agent, pursuant to which the Second Lien LC Support Provider has agreed to provide (or cause an affiliate to provide) the Letter of Credit (as defined therein) on the terms and conditions provided therein.

(4) The Borrower, the Guarantors, the First Lien Collateral Agent, the Second Lien Collateral Agent, certain other parties and Citibank, N.A., as depositary agent, bank and securities intermediary (the "***Depositary***"), are parties to the Security Deposit Agreement, dated as of the date hereof (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "***Security Deposit Agreement***").

(5) The Borrower, the Guarantors, the First Lien Administrative Agent, the First Lien Collateral Agent, the Second Lien Administrative Agent, the Second Lien Collateral Agent, the Second Lien LC Support Provider and the other Persons party thereto from time to time are parties to the Collateral Agency and Intercreditor Agreement dated as of the date hereof (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "***Intercreditor Agreement***") which sets forth certain agreements among the Secured Parties with respect to the Collateral and certain other matters relating to the Financing Documents.

(6) Each Grantor is the owner of the shares of stock or other Equity Interests (the "***Initial Pledged Equity***") set forth opposite such Grantor's name on and as otherwise described in Part I of Schedule I hereto and issued by the Persons named therein and of the indebtedness (the "***Initial Pledged Debt***") set forth opposite such Grantor's name on and as otherwise described in Part II of

Schedule I hereto and issued by the obligors named therein. Each Grantor will derive substantial direct and indirect benefit from the transactions contemplated by the Second Lien Documents.

(7) To secure the payment of the Second Lien Secured Obligations and to otherwise implement the transactions set forth above, the Borrower, the Grantors and the Second Lien Collateral Agent have agreed to the terms and conditions set forth herein.

(8) It is the intention of the parties hereto that this Agreement constitute a "Second Lien Collateral Document" for purposes of and as defined in the Intercreditor Agreement.

(9) NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and obligations herein set forth and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Unless otherwise defined herein, terms defined in the Intercreditor Agreement and used herein (including, without limitation, in the preliminary statements to this Agreement) shall have the meanings specified therein. In addition, as used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and the plural form of the terms indicated):

"***Account Collateral***" has the meaning specified in Section 4(f).

"***Agreement***" means this Second Lien Security Agreement, as amended.

"***Agreement Collateral***" has the meaning specified in Section 4(e).

"***Assigned Agreements***" has the meaning specified in Section 4(e).

"***Bankruptcy Court***" has the meaning specified in the preliminary statements to this Agreement.

"***Borrower***" has the meaning specified in the recital of parties to this Agreement.

"***Cash***" means money, currency or a credit balance in any demand account or deposit account.

"***Cash Equivalents***" has the meaning specified in the Security Deposit Agreement.

"***Chapter 11 Cases***" has the meaning specified in the preliminary statements to this Agreement.

"***Collateral***" has the meaning specified in Section 4.

"***Collateral Accounts***" means the "*Accounts*" as established and maintained pursuant to, and as defined in, the Security Deposit Agreement.

"***Commercial Tort Claims Collateral***" has the meaning specified in Section 4(h).

"***Computer Software***" has the meaning specified in Section 4(g)(iv).

"***Copyrights***" has the meaning specified in Section 4(g)(iii).

"***Depositary***" has the meaning specified in the preliminary statements to this Agreement.

"***Equipment***" has the meaning specified in Section 4(a).

"***Grantors***" has the meaning specified in the recital of parties to this Agreement.

"***Guarantors***" mean, MACH Gen GP and each of the Project Companies.

"***Initial Pledged Debt***" has the meaning specified in the preliminary statements to this Agreement.

"***Initial Pledged Equity***" has the meaning specified in the preliminary statements to this Agreement.

"***Intellectual Property Collateral***" has the meaning specified in Section 4(g).

"***Intercreditor Agreement***" has the meaning specified in the preliminary statements to this Agreement.

"***Inventory***" has the meaning specified in Section 4(b).

"***IP Agreements***" has the meaning specified in Section 4(g)(viii).

"***MACH Gen GP***" means MACH Gen GP, LLC, a Delaware limited liability company.

"***Material Adverse Effect***" has the meaning specified in the Second Lien Credit Agreement.

"***Patents***" has the meaning specified in Section 4(g)(i).

"***Plan of Reorganization***" has the meaning specified in the preliminary statements to this Agreement.

"***Pledged Account Bank***" has the meaning specified in Section 8(a).

"***Pledged Accounts***" means, with respect to any Grantor, the deposit accounts or securities/deposit accounts set forth opposite such Grantor's name on Schedule II hereto and any other deposit or securities/deposit accounts which are the subject of a Securities/Deposit Account Control Agreement.

"***Pledged Debt***" has the meaning specified in Section 4(d)(iv).

"***Pledged Equity***" has the meaning specified in Section 4(d)(iii).

"***Project Companies***" means Athens and Millennium.

"***Receivables***" has the meaning specified in Section 4(c).

"***Related Contracts***" has the meaning specified in Section 4(c).

"***Revenue Account***" has the meaning specified in the Security Deposit Agreement.

"***Second Lien Collateral Agent***" has the meaning specified in the recital of parties to this Agreement.

"***Second Lien Credit Agreement***" has the meaning specified in the preliminary statements to this Agreement.

"***Second Lien LC Support Agreement***" has the meaning specified in the preliminary statements to this Agreement.

"***Second Lien Secured Obligations***" means the Second Lien Obligations under the Intercreditor Agreement.

"***Securities Account Control Agreement***" has the meaning specified in Section 7(c).

"***Securities/Deposit Account Control Agreement***" has the meaning specified in Section 8(a).

"***Security Collateral***" has the meaning specified in Section 4(d).

"***Security Deposit Agreement***" has the meaning specified in the preliminary statements to this Agreement.

"***Trade Secrets***" has the meaning specified in Section 4(g)(v).

"***Trademarks***" has the meaning specified in Section 4(g)(ii).

"***UCC***" has the meaning specified in Section 3.

"***Uncertificated Security Control Agreement***" has the meaning specified in Section 7(b).

"***Unpledged Accounts***" has the meaning specified in Section 8(a).

Section 2. Computation of Time Periods; Other Definitional Provisions. In this Agreement, in the computation of periods of time from a specified date to a later specified date, the word "*from*" means "*from and including*" and the words "*to*" and "*until*" each mean "*to but excluding*." References in this Agreement to an agreement or contract "*as amended*" shall mean and be a reference to such agreement or contract as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms and the terms of the Financing Documents. References to "Sections," "Exhibits" and "Schedules" shall be to Sections, Exhibits and Schedules, as the case may be, of this Agreement unless otherwise specifically provided.

Section 3. Uniform Commercial Code Definitions. Unless otherwise defined in this Agreement or in the Intercreditor Agreement, terms, whether capitalized or in lower case, defined in Article 8 or 9 of the UCC (as defined below) are used in this Agreement as such terms are defined in such Article 8 or 9. "***UCC***" means the Uniform Commercial Code as in effect from time to time in the State of New York; *provided* that, if perfection or the effect of perfection or non-perfection or the priority of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, "***UCC***" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

Section 4. Grant of Security. To secure the prompt payment when due (whether by acceleration or otherwise) of all of the Second Lien Secured Obligations, each Grantor hereby grants to the Second Lien Collateral Agent, for the ratable benefit of the Second Lien Secured Parties, a security interest in such Grantor's right, title and interest in and to the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising (collectively, the "***Collateral***"):

(a) all equipment in all of its forms, including, without limitation, all machinery, tools, furniture and fixtures, and all parts thereof and all accessions thereto, including, without limitation, computer programs and supporting information that constitute equipment within the meaning of the UCC (any and all such property, excluding motor vehicles, vessels and aircraft, being the "***Equipment***");

(b) all other goods, including all inventory in all of its forms, including, without limitation, (i) all raw materials, work in process, finished goods and materials used or consumed in the manufacture, production, preparation or shipping thereof, (ii) goods in which such Grantor has an interest in mass or a joint or other interest or right of any kind (including, without limitation, goods in which such Grantor has an interest or right as consignee) and (iii) goods that are returned to or repossessed or stopped in transit by such Grantor, and all accessions thereto and products thereof and documents therefor, including, without limitation, computer programs and supporting information that constitute inventory within the meaning of the UCC (any and all such property being the "***Inventory***");

(c) all accounts (including, without limitation, health-care-insurance receivables), chattel paper (including, without limitation, tangible chattel paper and electronic chattel paper), instruments (including, without limitation, promissory notes), deposit accounts, letter-of-credit rights, general intangibles (including, without limitation, payment intangibles) and other obligations of any kind, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services and whether or not earned by performance, and all rights now or hereafter existing in and to all supporting obligations and in and to all security agreements, mortgages, Liens, leases, letters of credit and other contracts securing or otherwise relating to the foregoing property (any and all of such accounts, chattel paper, instruments, deposit accounts, letter-of-credit rights, general intangibles and other obligations, to the extent not referred to in clause (d), (e) or (f) below, being the "***Receivables***," and any and all such supporting obligations, security agreements, mortgages, Liens, leases, letters of credit and other contracts being the "***Related Contracts***");

(d) the following (collectively, the "***Security Collateral***"):

(i) the Initial Pledged Equity and the certificates, if any, representing the Initial Pledged Equity, and all dividends, distributions, return of capital, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Initial Pledged Equity and all warrants, rights or options issued thereon or with respect thereto;

(ii) the Initial Pledged Debt and the instruments, if any, evidencing the Initial Pledged Debt, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Initial Pledged Debt;

(iii) all additional shares of stock and other Equity Interests from time to time acquired by such Grantor in any manner (such shares and other Equity Interests, together with the Initial Pledged Equity, being the "***Pledged Equity***"), and the certificates, if any, representing such additional shares or other Equity Interests, and all dividends, distributions, return of capital, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares or other Equity Interests and all warrants, rights or options issued thereon or with respect thereto;

(iv) all additional indebtedness from time to time owed to such Grantor (such indebtedness, together with the Initial Pledged Debt, being the "***Pledged Debt***") and the instruments, if any, evidencing such indebtedness, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness; and

(v) all investment property (including, without limitation, all (A) securities, whether certificated or uncertificated, (B) security entitlements, (C) securities accounts, (D) commodity contracts and (E) commodity accounts) in which such Grantor has now, or acquires from time to time hereafter, any right, title or interest in any manner, and the certificates or instruments, if any, representing or evidencing such investment property, and all dividends, distributions, return of capital, interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such investment property and all warrants, rights or options issued thereon or with respect thereto;

(e) all agreements, contracts and documents, including each Hedge Agreement and each Commodity Hedge and Power Sale Agreement to which such Grantor is now or may hereafter become a party, in each case as such agreements may be amended, amended and restated, supplemented or otherwise modified from time to time (collectively, the "***Assigned Agreements***"), including, without limitation, (i) all rights of such Grantor to receive moneys due and to become due under or pursuant to the Assigned Agreements, (ii) all rights of such Grantor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, (iii) claims of such Grantor for damages arising out of or for breach of or default under the Assigned Agreements and (iv) the right of such Grantor to terminate the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder (all such Collateral being the "***Agreement Collateral***");

(f) the following (collectively, the "***Account Collateral***"):

(i) the Pledged Accounts, the Collateral Accounts and all funds and financial assets from time to time credited thereto (including, without limitation, all Cash Equivalents), and all certificates and instruments, if any, from time to time representing or evidencing the Pledged Accounts or the Collateral Accounts;

(ii) all promissory notes, certificates of deposit, checks and other instruments from time to time delivered to or otherwise possessed by the Second Lien Collateral Agent (or First Lien Collateral Agent pursuant to the terms of the Intercreditor Agreement) for or on behalf of such Grantor in substitution for or in addition to any or all of the then existing Account Collateral; and

(iii) all interest, dividends, distributions, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the then existing Account Collateral;

(g) the following (collectively, the "***Intellectual Property Collateral***"):

(i) all patents, patent applications, utility models and statutory invention registrations, all inventions claimed or disclosed therein and all improvements thereto ("***Patents***");

(ii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together, in each case, with the goodwill symbolized thereby ("***Trademarks***");

(iii) all copyrights, including, without limitation, copyrights in Computer Software (as hereinafter defined), internet web sites and the content thereof, whether registered or unregistered ("***Copyrights***");

(iv) all computer software, programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware and documentation and materials relating thereto, together with any and all maintenance rights, service rights, programming rights, hosting rights, test rights, improvement rights, renewal rights and indemnification rights and any substitutions, replacements, improvements, error corrections, updates and new versions of any of the foregoing ("***Computer Software***");

(v) all confidential and proprietary information, including, without limitation, know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, databases and data, including, without limitation, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information (collectively, "***Trade Secrets***"), and all other intellectual, industrial and intangible property of any type, including, without limitation, industrial designs and mask works;

(vi) all registrations and applications for registration for any of the foregoing, including, without limitation, those registrations and applications for registration, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

(vii) all tangible embodiments of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(viii) all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary ("***IP Agreements***"); and

(ix) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

(h) all commercial tort claims (the "***Commercial Tort Claims Collateral***");

(i) all books and records (including, without limitation, customer lists, credit files, printouts and other computer output materials and records) of such Grantor pertaining to any of the Collateral; and

(j) all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral (including, without limitation, proceeds, collateral and supporting obligations that constitute property of the types described in clauses (a) through (i) of this Section 4) and, to the extent not otherwise included, all (A) payments under insurance (whether or not the Second Lien Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by

reason of loss or damage to or otherwise with respect to any of the foregoing Collateral, and (B) Cash.

Each Grantor and the Second Lien Collateral Agent hereby acknowledge and agree that (i) the Collateral shall not include and no security interest is granted in any Excluded Property and (ii) the Liens created hereby in the Collateral are not, in and of themselves, to be construed as a grant of a fee instrument (as opposed to a Lien) in any Copyrights, Patents or Trademarks.

Section 5. Security for Obligations. Without limiting the generality of the foregoing, this Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Second Lien Secured Obligations and would be owed by such Grantor to any Second Lien Secured Party under the Second Lien Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

Section 6. Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each Grantor shall remain liable under the contracts and agreements included in such Grantor's Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Second Lien Collateral Agent of any of the rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral and (c) no Second Lien Secured Party shall have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement or any other Second Lien Secured Document, nor shall any Second Lien Secured Party be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

Section 7. Delivery and Control of Security Collateral.

(a) All certificates or instruments representing or evidencing Security Collateral shall be delivered to (or have previously been delivered to) and held by or on behalf of the Second Lien Collateral Agent (or First Lien Collateral Agent pursuant to the terms of the Intercreditor Agreement) and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Second Lien Collateral Agent, subject to the terms of the Intercreditor Agreement. From and after the occurrence of and during the continuance of a Second Lien Event of Default, the Second Lien Collateral Agent shall, subject to the terms of such Security Collateral and the Intercreditor Agreement, have the right to exchange certificates or instruments representing or evidencing Security Collateral for certificates or instruments of smaller or larger denominations.

(b) With respect to any Security Collateral that constitutes an uncertificated security, the relevant Grantor will cause the issuer thereof either (i) to register the Second Lien Collateral Agent (or First Lien Collateral Agent pursuant to the terms of the Intercreditor Agreement) as the registered owner of such security or (ii) to agree with such Grantor and the Second Lien Collateral Agent that, subject to the terms of the Intercreditor Agreement, such issuer will comply with instructions with respect to such security originated by the Second Lien Collateral Agent without further consent of such Grantor, such agreement to be in form and substance satisfactory to the Second Lien Collateral Agent (such agreement being an "***Uncertificated Security Control Agreement***").

(c) With respect to any Security Collateral that constitutes a security entitlement with an aggregate value in excess of $2,500,000 at any time as to which the financial institution acting as Second Lien Collateral Agent (or First Lien Collateral Agent pursuant to the terms of the Intercreditor Agreement) hereunder is not the securities intermediary, the relevant Grantor

will cause the securities intermediary with respect to such security entitlement either (i) to identify in its records the Second Lien Collateral Agent (or First Lien Collateral Agent pursuant to the terms of the Intercreditor Agreement) as the entitlement holder thereof or (ii) to agree with such Grantor and the Second Lien Collateral Agent that, subject to the terms of the Intercreditor Agreement, such securities intermediary will comply with entitlement orders originated by the Second Lien Collateral Agent without further consent of such Grantor, such agreement to be in form and substance satisfactory to the Second Lien Collateral Agent (a "***Securities Account Control Agreement***").

(d) The Second Lien Collateral Agent shall, subject to the terms of the Intercreditor Agreement, have the right, at any time in its discretion and without notice to any Grantor, to transfer to or to register in the name of the Second Lien Collateral Agent or any of its nominees any or all of the Security Collateral, subject only to the terms of the Security Deposit Agreement, the Intercreditor Agreement and the revocable rights specified in Section 12(a).

(e) From and after the occurrence of and during the continuance of a Second Lien Event of Default, upon the request of the Second Lien Collateral Agent, subject to the terms of the Intercreditor Agreement, each Grantor will notify each issuer of Security Collateral granted by it hereunder that such Security Collateral is subject to the second priority security interest granted hereunder.

Section 8. Maintaining the Account Collateral. Prior to the Discharge of Second Lien Obligations:

(a) Each Grantor will maintain deposit accounts and securities/deposit accounts (other than Counterparty Collateral Accounts (as defined in the Second Lien Credit Agreement)) only with the Depositary in accordance with the terms of the Security Deposit Agreement, with the financial institution acting as Second Lien Collateral Agent (or First Lien Collateral Agent pursuant to the terms of the Intercreditor Agreement) hereunder or with a bank (a "***Pledged Account Bank***") that has agreed with such Grantor and the Second Lien Collateral Agent, subject to the terms of the Intercreditor Agreement, to comply with instructions originated by the Second Lien Collateral Agent directing the disposition of funds in such deposit account or securities/deposit account without the further consent of such Grantor, such agreement to be in form and substance satisfactory to the Second Lien Collateral Agent (a "***Securities/Deposit Account Control Agreement***"), *provided that* no Securities/Deposit Account Control Agreement shall be required in respect of any Local Account (as defined under the Security Deposit Agreement) permitted under the Security Deposit Agreement to the extent the amount on deposit in, or credited to, such account does not exceed $1,000,000 (such Local Account, the "***Unpledged Accounts***").

(b) Each Grantor will instruct each Pledged Account Bank to transfer to the Revenue Account, at the end of each Business Day, in same day funds, an amount equal to the amount by which the credit balance of the Pledged Account at such Pledged Account Bank exceeds $500,000. If any Grantor shall fail to give any instructions to any Pledged Account Bank, the Second Lien Collateral Agent may, subject to the terms of the Intercreditor Agreement, do so without further notice to any Grantor.

(c) Each Grantor may draw checks on, and otherwise transfer or withdraw amounts from, the Pledged Accounts in such amounts as may be required in the ordinary course of business.

(d) Upon any termination by a Grantor of any Pledged Account, such Grantor will immediately transfer all funds and Property held in such terminated Pledged Account to another Pledged Account or the Revenue Account.

(e) From and after the occurrence of and during the continuance of a Second Lien Event of Default, upon the request of the Second Lien Collateral Agent, each Grantor agrees to terminate any or all Pledged Accounts and Securities/Deposit Account Control Agreements, subject to the terms of the Intercreditor Agreement.

(f) Subject to the terms of the Intercreditor Agreement, the Second Lien Collateral Agent may, at any time and without notice to, or consent from, the Grantor, transfer, or direct the transfer of, funds from the Pledged Accounts to satisfy the Grantor's obligations under the Second Lien Documents if any payment default that is a Second Lien Event of Default shall have occurred and be continuing.

Section 9. Representations and Warranties. Each Grantor represents and warrants to the Second Lien Collateral Agent as follows:

(a) Such Grantor's exact legal name, location, chief executive office, type of organization, jurisdiction of organization and organizational identification number is set forth in Schedule III hereto.

(b) All of the material Equipment and material Inventory of such Grantor (other than material Equipment in transit or in the possession of third parties in the ordinary course of business) are located at the places specified therefor in Schedule IV hereto.

(c) None of the Receivables or Agreement Collateral that has a value in excess of $300,000 individually or $2,000,000 in the aggregate is evidenced by a promissory note or other instrument that has not been delivered to the First Lien Collateral Agent.

(d) If such Grantor is an issuer of Security Collateral, such Grantor confirms that it has received notice of the security interest granted hereunder.

(e) The Initial Pledged Equity pledged by such Grantor constitutes the percentage of the issued and outstanding Equity Interests of the issuers thereof indicated on Schedule I hereto. The Initial Pledged Debt constitutes all of the outstanding indebtedness for borrowed money owed to such Grantor by the issuers thereof and is outstanding in the principal amount indicated on Schedule I hereto.

(f) Such Grantor has no deposit accounts, other than the Collateral Accounts and the Pledged Accounts listed on Schedule II hereto, the Counterparty Collateral Accounts, the Unpledged Accounts and additional Pledged Accounts as to which such Grantor has complied with the applicable requirements of Section 8.

(g) Such Grantor is not a beneficiary or assignee under any letter of credit with a face amount greater than $2,000,000, other than as described in Schedule V hereto and additional letters of credit as to which such Grantor has complied with the requirements of Section 14.

Section 10. Further Assurances.

(a) Each Grantor agrees that from time to time, at the expense of such Grantor and subject to the terms of the Intercreditor Agreement, such Grantor will promptly execute and deliver, or otherwise authenticate, all further instruments and documents, and take all further action that may be necessary, or that the Second Lien Collateral Agent may reasonably request, in

order to perfect and protect any pledge or security interest granted or purported to be granted by such Grantor hereunder or to enable the Second Lien Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral of such Grantor. Without limiting the generality of the foregoing, each Grantor will promptly with respect to Collateral of such Grantor: (i) if any such Collateral shall be evidenced by a promissory note or other instrument or chattel paper having a stated value in excess of $300,000 individually or $2,000,000 in the aggregate, deliver and pledge to the Second Lien Collateral Agent (or First Lien Collateral Agent pursuant to the terms of the Intercreditor Agreement) hereunder such note or instrument or chattel paper duly indorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to the Second Lien Collateral Agent, subject to the terms of the Intercreditor Agreement; (ii) file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary, or as the Second Lien Collateral Agent may reasonably request, in order to perfect and preserve the security interest granted or purported to be granted by such Grantor hereunder, and the Second Lien Collateral Agent hereby authorizes such Grantor to make such filings; and (iii) deliver to the Second Lien Collateral Agent evidence that all other actions that the Second Lien Collateral Agent may, subject to the terms of the Intercreditor Agreement, deem reasonably necessary in order to perfect and protect the security interest granted or purported to be granted by such Grantor under this Agreement has been taken.

(b) Each Grantor hereby authorizes the Second Lien Collateral Agent to file one or more financing or continuation statements, and amendments thereto, including, without limitation, one or more financing statements indicating that such financing statements cover all assets or all personal property, whether now owned or hereafter acquired or arising, (or words of similar effect) of such Grantor, regardless of whether any particular asset described in such financing statements falls within the scope of the UCC or the granting clause of this Agreement. A photocopy or other reproduction of this Agreement shall be sufficient as a financing statement where permitted by law. Each Grantor ratifies its authorization for the Second Lien Collateral Agent to have filed such financing statements, continuation statements or amendments filed prior to the date hereof.

Section 11. Post-Closing Changes; Collections on Assigned Agreements, Receivables and Related Contracts.

(a) No Grantor will change its name, type of organization, jurisdiction of organization, organizational identification number or location from those set forth in Section 9(a) of this Agreement without first giving at least 30 days' prior written notice to the Second Lien Collateral Agent and taking all action reasonably requested by the Second Lien Collateral Agent for the purpose of perfecting or protecting the security interest granted by this Agreement. Each Grantor will hold and preserve its records relating to the Collateral, including, without limitation, the Assigned Agreements and Related Contracts, and will permit representatives of the Second Lien Collateral Agent at any time upon reasonable notice and during normal business hours to inspect and make abstracts from such records and other documents. If any Grantor does not have an organizational identification number and later obtains one, it will forthwith notify the Second Lien Collateral Agent of such organizational identification number.

(b) Except as otherwise provided in this Section 11(b), each Grantor will continue to collect, at its own expense, all amounts due or to become due such Grantor under the Assigned Agreements, Receivables and Related Contracts. In connection with such collections, such Grantor may take such action as such Grantor may deem necessary or advisable to enforce collection of the Assigned Agreements, Receivables and Related Contracts; *provided*, *however*, that the Second Lien Collateral Agent shall, subject to the terms of the Intercreditor Agreement,

have the right, upon the occurrence and during the continuance of a Second Lien Event of Default and upon written notice to such Grantor of its intention to do so, to notify the Obligors under any Assigned Agreements, Receivables and Related Contracts of the assignment of such Assigned Agreements, Receivables and Related Contracts to the Second Lien Collateral Agent and to direct such Obligors to make payment of all amounts due or to become due to such Grantor thereunder directly to the Second Lien Collateral Agent and, upon such notification and at the expense of such Grantor, to enforce collection of any such Assigned Agreements, Receivables and Related Contracts, to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done, and to otherwise exercise all rights with respect to such Assigned Agreements, Receivables and Related Contracts, including, without limitation, those set forth set forth in Section 9-607 of the UCC. After receipt by any Grantor of the notice from the Second Lien Collateral Agent referred to in the proviso to the preceding sentence, (i) all amounts and proceeds (including, without limitation, instruments) received by such Grantor in respect of the Assigned Agreements, Receivables and Related Contracts of such Grantor shall be received in trust for the benefit of the Second Lien Collateral Agent (or First Lien Collateral Agent pursuant to the terms of the Intercreditor Agreement) hereunder, shall be segregated from other funds of such Grantor and shall, subject to the terms of the Intercreditor Agreement, be forthwith paid over to the Second Lien Collateral Agent in the same form as so received (with any necessary indorsement) to be deposited in the Revenue Account for application in accordance with the Security Deposit Agreement and (ii) such Grantor will not adjust, settle or compromise the amount or payment of any Receivable or amount due on any Assigned Agreement or Related Contract, release wholly or partly any Obligor thereof or allow any credit or discount thereon. No Grantor will consent to the subordination of its right to payment under any of the Assigned Agreements, Receivables and Related Contracts to any other indebtedness or obligations of the Obligor thereof except as could not be reasonably be expected to have a Material Adverse Effect.

Section 12. Voting Rights; Dividends; Etc. (a) So long as no Second Lien Event of Default shall have occurred and be continuing and until such time as such Grantor has received notice from the Second Lien Collateral Agent directing such Grantor to cease exercising the rights set out in this Section 12(a):

(i) Each Grantor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Security Collateral of such Grantor or any part thereof for any purpose not inconsistent with the terms of this Agreement or the other Second Lien Documents.

(ii) Each Grantor shall be entitled to receive and retain any and all dividends, interest and other distributions paid in respect of the Security Collateral of such Grantor if and to the extent that the payment thereof is not otherwise prohibited by the terms of the Second Lien Documents (subject to the terms of the Intercreditor Agreement); *provided*, *however*, that any and all

(A) dividends, interest and other distributions paid or payable other than in cash in respect of, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Security Collateral shall be, and shall be forthwith delivered to the Second Lien Collateral Agent (or First Lien Collateral Agent pursuant to the terms of the Intercreditor Agreement) to hold as, Security Collateral and shall, if received by such Grantor, be received in trust for the benefit of the Second Lien Collateral Agent (or First Lien Collateral Agent pursuant to the terms of the Intercreditor Agreement), be segregated from the other property or funds of such Grantor and be forthwith

delivered to the Second Lien Collateral Agent (or First Lien Collateral Agent pursuant to the terms of the Intercreditor Agreement) as Security Collateral in the same form as so received (with any necessary indorsement),

(B) dividends and other distributions paid or payable in cash in respect of any Security Collateral in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid in surplus shall be deposited in the Revenue Account or such other account as provided for in the Security Deposit Agreement, and

(C) cash paid, payable or otherwise distributed in respect of principal of, or in redemption of, or in exchange for, any Security Collateral shall be deposited in the Revenue Account or such other account as provided for in the Security Deposit Agreement.

(iii) The Second Lien Collateral Agent will execute and deliver (or cause to be executed and delivered) to each Grantor all such proxies and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and other rights that it is entitled to exercise pursuant to paragraph (i) above and to receive the dividends or interest payments that it is authorized to receive and retain pursuant to paragraph (ii) above.

(b) Upon the occurrence and during the continuance of a Second Lien Event of Default:

(i) All rights of each Grantor (A) to exercise or refrain from exercising the voting and other consensual rights that it would otherwise be entitled to exercise pursuant to Section 12(a)(i) shall, upon notice to such Grantor by the Second Lien Collateral Agent, subject to the terms of the Intercreditor Agreement, cease and (B) to receive the dividends, interest and other distributions that it would otherwise be authorized to receive and retain pursuant to Section 12(a)(ii) shall automatically cease, and all such rights shall thereupon become vested in the Second Lien Collateral Agent (or First Lien Collateral Agent pursuant to the terms of the Intercreditor Agreement), which shall thereupon have the sole right to exercise or refrain from exercising such voting and other consensual rights and to receive and hold as Security Collateral such dividends, interest and other distributions.

(ii) All dividends, interest and other distributions that are received by any Grantor contrary to the provisions of Section 12(b)(i) of this Section 12(b) shall be received in trust for the benefit of the Second Lien Collateral Agent (or First Lien Collateral Agent pursuant to the terms of the Intercreditor Agreement), shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Second Lien Collateral Agent (or First Lien Collateral Agent pursuant to the terms of the Intercreditor Agreement) as Security Collateral in the same form as so received (with any necessary indorsement).

Section 13. As to the Assigned Agreements. (a) Each Grantor hereby consents on its behalf to the assignment and pledge to the Second Lien Collateral Agent, subject to the terms of the Intercreditor Agreement, for benefit of the Second Lien Secured Parties of each Assigned Agreement to which it is a party by any other Grantor hereunder.

(b) Each Grantor agrees, and has effectively so instructed each other party to each Assigned Agreement to which it is a party, that all payments due or to become due under or in connection with such Assigned Agreement will be made directly to the Revenue Account.

Section 14. As to Letter-of-Credit Rights. (a) Each Grantor, by granting a security interest in its Receivables consisting of letter-of-credit rights to the Second Lien Collateral Agent intends to (and hereby does), subject to the terms of the Intercreditor Agreement, assign to the Second Lien Collateral Agent its rights (including its contingent rights) to the proceeds of all Related Contracts consisting of letters of credit of which it is or hereafter becomes a beneficiary or assignee. Each Grantor will promptly use its commercially reasonable efforts to cause the issuer of each letter of credit with a face amount greater than $2,000,000 and each nominated person (if any) with respect thereto to consent to such assignment of the proceeds thereof pursuant to a consent in form and substance reasonably satisfactory to the Second Lien Collateral Agent, subject to the terms of the Intercreditor Agreement, and deliver written evidence of such consent to the Second Lien Collateral Agent.

(b) Upon the occurrence of a Second Lien Event of Default, each Grantor will, promptly upon request by the Second Lien Collateral Agent, subject to the terms of the Intercreditor Agreement, (i) notify (and such Grantor hereby authorizes the Second Lien Collateral Agent to notify) the issuer and each nominated person with respect to each of the Related Contracts consisting of letters of credit that the proceeds thereof have been assigned to the Second Lien Collateral Agent hereunder and any payments due or to become due in respect thereof are to be made directly to the Second Lien Collateral Agent or its designee and (ii) arrange for the Second Lien Collateral Agent to become the transferee beneficiary of letter of credit.

Section 15. Second Lien Collateral Agent Appointed Attorney in Fact. Each Grantor hereby irrevocably appoints the Second Lien Collateral Agent such Grantor's attorney in fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time, upon the occurrence and during the continuance of a Second Lien Event of Default, in the Second Lien Collateral Agent's discretion, to take any action and to execute any instrument that the Second Lien Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral,

(b) to receive, indorse and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a), and

(c) to file any claims or take any action or institute any proceedings that the Second Lien Collateral Agent may deem necessary for the collection of any of the Collateral or otherwise to enforce compliance with the terms and conditions of any Assigned Agreement or the rights of the Second Lien Collateral Agent with respect to any of the Collateral.

Section 16. Second Lien Collateral Agent May Perform. If any Grantor fails to perform any agreement contained herein, the Second Lien Collateral Agent may, but without any obligation to do so and without notice, itself perform, or cause performance of, such agreement, and the

expenses of the Second Lien Collateral Agent incurred in connection therewith shall be payable by such Grantor under Section 7.10 of the Intercreditor Agreement.

Section 17. The Second Lien Collateral Agent's Duties. The powers conferred on the Second Lien Collateral Agent hereunder are solely to protect the Second Lien Secured Parties' interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Second Lien Collateral Agent shall have no duty as to any Collateral, as to ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Collateral, whether or not any Second Lien Secured Party has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Collateral. The Second Lien Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which it accords its own property.

Section 18. Remedies. If any Second Lien Event of Default shall have occurred and be continuing:

(a) Subject to the terms of the Intercreditor Agreement, the Second Lien Collateral Agent may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a second lien secured party upon default under the UCC (whether or not the UCC applies to the affected Collateral) and also may: (i) require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Second Lien Collateral Agent forthwith, assemble all or part of the Collateral as directed by the Second Lien Collateral Agent and make it available to the Second Lien Collateral Agent at a place and time to be designated by the Second Lien Collateral Agent that is reasonably convenient to both parties; (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Second Lien Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Second Lien Collateral Agent may deem commercially reasonable; (iii) occupy any premises owned or leased by any of the Grantors where the Collateral or any part thereof is assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to such Grantor in respect of such occupation; and (iv) exercise any and all rights and remedies of any of the Grantors under or in connection with the Collateral, or otherwise in respect of the Collateral, including, without limitation, (A) any and all rights of such Grantor to demand or otherwise require payment of any amount under, or performance of any provision of, the Assigned Agreements, the Receivables, the Related Contracts and the other Collateral, (B) withdraw, or cause or direct the withdrawal, of all funds with respect to the Account Collateral and (C) exercise all other rights and remedies with respect to the Assigned Agreements, the Receivables, the Related Contracts and the other Collateral, including, without limitation, those set forth in Section 9-607 of the UCC. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Second Lien Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Subject to the terms of the Intercreditor Agreement, the Second Lien Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Any cash held by or on behalf of the Second Lien Collateral Agent and all cash proceeds received by or on behalf of the Second Lien Collateral Agent in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of

the Second Lien Collateral Agent, be held by the Second Lien Collateral Agent as collateral and shall be applied by the Second Lien Collateral Agent in accordance with the provisions of the Intercreditor Agreement.

(c) The Second Lien Collateral Agent may, subject to the terms of the Intercreditor Agreement, without notice to any Grantor except as required by law and at any time or from time to time, charge, set off and otherwise apply all or any part of the Second Lien Secured Obligations against any funds held with respect to the Account Collateral or in any other deposit account.

(d) The Second Lien Collateral Agent may, subject to the terms of the Intercreditor Agreement, send to each bank, securities intermediary or issuer party to any Securities/Deposit Account Control Agreement, Securities Account Control Agreement or Uncertificated Security Control Agreement a "*Notice of Exclusive Control*" as defined in and under such Agreement.

(e) In the event of any sale or other disposition of any of the Intellectual Property Collateral of any Grantor, the goodwill symbolized by any Trademarks subject to such sale or other disposition shall be included therein, and such Grantor shall supply to the Second Lien Collateral Agent or its designee such Grantor's know-how and expertise, and documents and things relating to any Intellectual Property Collateral subject to such sale or other disposition, and such Grantor's customer lists and other records and documents relating to such Intellectual Property Collateral and to the manufacture, distribution, advertising and sale of products and services of such Grantor.

Section 19. Amendments; Waivers; Etc. (a) Subject to the terms of the Intercreditor Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Second Lien Collateral Agent and each Grantor, in the case of any amendment, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Second Lien Collateral Agent or any other Second Lien Secured Party to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

(b) Notwithstanding the other provisions of this Agreement, the Grantors and the Second Lien Collateral Agent may, subject to the terms of the Intercreditor Agreement, (but shall have no obligation to) amend or supplement this Agreement or the Collateral Documents without the consent of any Second Lien Secured Party: (i) to cure any ambiguity, defect or inconsistency; (ii) to make any change that would provide any additional rights or benefits to the Second Lien Secured Parties; or (iii) to make, complete or confirm any grant of Collateral permitted or required by this Agreement or any of the Collateral Documents or any release of any Collateral that is otherwise permitted under the terms of this Agreement and the Financing Documents.

Section 20. Notices, Etc. All notices and other communications provided for hereunder shall be either (i) in writing (including telecopier communication) and mailed, telecopied or otherwise delivered or (ii) by electronic mail (if electronic mail addresses are designated as provided below) confirmed immediately in writing, in the case of the Borrower or the Second Lien Collateral Agent, addressed to it at its address specified in the Intercreditor Agreement and, in the case of each Grantor other than the Borrower, addressed to it at its address set forth opposite such Grantor's name on the signature pages hereto; or, as to any party, at such other address as shall be designated by such party in a written notice to the other parties. All such notices and other communications shall, when mailed, telecopied, sent by electronic mail or otherwise, be effective when deposited in the mails, telecopied, sent

by electronic mail and confirmed in writing, or otherwise delivered (or confirmed by a signed receipt), respectively, addressed as aforesaid; except that notices and other communications to the Second Lien Collateral Agent shall not be effective until received by the Second Lien Collateral Agent. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this Agreement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

Section 21. Continuing Security Interest; Assignments under the Second Lien Credit Agreement. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the of the Discharge of Second Lien Obligations, (b) be binding upon each Grantor, its successors and assigns and (c) inure, together with the rights and remedies of the Second Lien Collateral Agent hereunder, to the benefit of the Second Lien Secured Parties and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Second Lien Secured Party may assign or otherwise transfer all or any portion of its rights and obligations under the Second Lien Documents (including, without limitation, all or any portion of its Commitments, the Second Lien Loans owing to it and any promissory note held by it) to any other Person subject to the terms of the Second Lien Documents, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Second Lien Secured Party herein or otherwise.

Section 22. Intercreditor Agreement Controls. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the provisions set forth in this Agreement and those set forth in the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall supersede and control the terms and provisions of this Agreement. In the event the Second Lien Collateral Agent decides, or is required, to take any action hereunder, it shall take such action only in accordance with the terms and provisions of the Intercreditor Agreement.

Section 23. The Mortgages. In the event that any of the Collateral hereunder is also subject to a valid and enforceable Lien under the terms of any Second Lien Mortgage and the terms of such Second Lien Mortgage are inconsistent with the terms of this Agreement, then, with respect to such Collateral, the terms of such Second Lien Mortgage shall be controlling in the case of fixtures and real estate leases, letting and licenses of, and contract and agreements relating to the lease of, real property, and the terms of this Agreement shall be controlling in the case of all other Collateral.

Section 24. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be effective as delivery of an original executed counterpart of this Agreement.

Section 25. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 26. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all agreements entered into prior to the date hereof with respect to the subject matter hereof.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, each Grantor and the Second Lien Collateral Agent has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS

NEW MACH GEN, LLC

By: _____
Name:
Title:

MACH GEN, LLC

By: _____
Name:
Title:

NEW ATHENS GENERATING COMPANY, LLC

By: _____
Name:
Title:

MILLENNIUM POWER PARTNERS, L.P.

By: _____
Name:
Title:

MACH GEN GP, LLC

By: _____
Name:
Title:

SECOND LIEN COLLATERAL AGENT

TALEN INVESTMENT CORPORATION

By: _____
Name:
Title:

SCHEDULE I
TO
SECOND LIEN SECURITY AGREEMENT

INVESTMENT PROPERTY

Part I – Initial Pledged Shares

Grantor	Issuer	Class of Equity Interest	Par Value	Certificate Numbers	Number of Units / Partnership Interest	Percentage of Outstanding Units / Partnership Interest
MACH Gen, LLC	New MACH Gen, LLC	Common	$0.01	1	100	100.0%
New MACH Gen, LLC	New Athens Generating Company, LLC	Common	$0.01	4	100	100.0%
MACH Gen GP, LLC	Millennium Power Partners, L.P.	Common	$0.01	5	99.5	99.5%
New MACH Gen, LLC	Millennium Power Partners, L.P.	Common	$0.01	7	0.5	0.5%
New MACH Gen, LLC	MACH Gen GP, LLC	Common	$0.01	1	100	100.0%

Part II – Initial Pledged Debt

Grantor	Debt Issuer	Description of Debt	Debt Certificate Numbers	Final Maturity	Outstanding Principal Amount
New MACH GEN, LLC	Millennium Power Partners, L.P.	Intercompany Note dated April 28, 2014	N/A	N/A	$0
New MACH GEN, LLC	Millennium Power Partners, L.P.	Intercompany Note dated April 28, 2014	N/A	N/A	$0

New MACH GEN, LLC	New Athens Generating Company, LLC	Intercompany Note dated April 28, 2014	N/A	N/A	$0

Part III – Other Investment Property

Grantor	Issuer	Name of Investment	Certificate Numbers	Amount	Other Identification
None	None	None	None	None	None

SCHEDULE II
TO
SECOND LIEN SECURITY AGREEMENT

PLEDGED ACCOUNTS[1]

None.

[1] NOTE TO DRAFT: To be updated on the date hereof, if necessary.

SCHEDULE III
TO
SECOND LIEN SECURITY AGREEMENT

LOCATION, CHIEF EXECUTIVE OFFICE, TYPE OF ORGANIZATION, JURISDICTION OF ORGANIZATION AND ORGANIZATIONAL IDENTIFICATION NUMBER[2]

New MACH Gen, LLC
1780 Hughes Landing, Suite 800
The Woodlands, TX 77380
Formation Jurisdiction: Delaware
Tax ID: 20-1306738

MACH Gen, LLC
1780 Hughes Landing, Suite 800
The Woodlands, TX 77380
Formation Jurisdiction: Delaware
Tax ID: 20-1306738

New Athens Generating Company, LLC
9300 US Highway 9W
Athens, NY 12015
Formation Jurisdiction: Delaware
Tax ID: 65-1230156

Millennium Power Partners, L.P.
10 Sherwood Lane
Charlton, MA 01507
Formation Jurisdiction: Delaware
Tax ID: 52-1756688

MACH Gen GP, LLC
10 Sherwood Lane
Charlton, MA 01507
Formation Jurisdiction: Delaware
Tax ID: 20-1306738

[2] NOTE TO DRAFT: To be updated on the date hereof, if necessary.

SCHEDULE IV
TO
SECOND LIEN SECURITY AGREEMENT

LOCATION OF EQUIPMENT AND INVENTORY[3]

New Athens Generating Company, LLC
9300 US Highway 9W
Athens, NY 12015

Millennium Power Partners, L.P.
10 Sherwood Lane
Charlton, MA 01507

[3] NOTE TO DRAFT: To be updated on the date hereof, if necessary.

SCHEDULE V
TO
SECOND LIEN SECURITY AGREEMENT

LETTERS OF CREDIT[4]

1. LC #
Issuing bank:
Beneficiary:
Amount: $[●]
Issuance date: [●]
Expiry date: [●]
Purpose:

[4] NOTE TO DRAFT: To be completed on the date hereof.

Exhibit Q
to the
Restructuring Support Agreement

FORM OF CONFIRMATION ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
New MACH Gen, LLC, *et al.*,[1]	:	Case No. 18-[•] ([•])
Debtors.	:	(Jointly Administered)
	:	**Re: Docket Nos. [•]**

ORDER (A) APPROVING PREPETITION SOLICITATION PROCEDURES, (B) APPROVING ADEQUACY OF DISCLOSURE STATEMENT, AND (C) CONFIRMING PREPACKAGED CHAPTER 11 PLAN OF NEW MACH GEN, LLC AND ITS AFFILIATED DEBTORS AND DEBTORS IN POSSESSION

New MACH Gen, LLC, MACH Gen GP, LLC, Millennium Power Partners, L.P., New Athens Generating Company, LLC, and New Harquahala Generating Company, LLC (each a "MACH Gen Entity" or a "Debtor" and, collectively, "MACH Gen" or the "Debtors"), and Beal Bank USA, in its capacity as First Lien Lender (together with MACH Gen, the "Plan Proponents"), having proposed the *Joint Prepackaged Chapter 11 Plan of New MACH Gen, LLC and Its Affiliated Debtors and Debtors in Possession*, dated June 4, 2018 [Docket No. [•]] (as amended, supplemented, restated, or modified through the date hereof, and together with the Plan Supplement, the "Plan")[2] and upon consideration of:

[1] The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: New MACH Gen, LLC (4920), MACH Gen GP, LLC (6738), Millennium Power Partners, L.P. (6688), New Athens Generating Company, LLC (0156), and New Harquahala Generating Company, LLC (0092). The Debtors' principal offices are located at 1780 Hughes Landing, Suite 800, The Woodlands, Texas 77380.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan, attached hereto as **Exhibit A**.

a. *MACH Gen and Beal Bank USA's Motion for Entry of (I) Order (A) Scheduling Combined Hearing on Adequacy of Disclosure Statement and Confirmation of Plan, (B) Approving Form and Manner of Notice of Combined Hearing and Commencement of Chapter 11 Cases, (C) Establishing Procedures for Objecting to Disclosure Statement or Plan, and (D) Conditionally Waiving Requirement to File Statements and Schedules, and (II) Order (A) Approving Prepetition Solicitation Procedures, (B) Approving Adequacy of Disclosure Statement, and (C) Confirming Plan* [Docket No. [•]] (the "Motion") with respect to which the Court has entered the *Order (A) Scheduling Combined Hearing on Adequacy of Disclosure Statement and Confirmation of Plan, (B) Approving Form and Manner of Combined Hearing and Commencement of Chapter 11 Cases, (C) Establishing Procedures for Objecting to Disclosure Statement or Plan, and (D) Conditionally Waiving Requirement to File Statements and Schedules* [Docket No. [•]] (the "Scheduling Order");

b. *Disclosure Statement for Joint Prepackaged Chapter 11 Plan of New MACH Gen, LLC and Its Affiliated Debtors and Debtors in Possession*, dated [•], 2018 [Docket No. [•]] (as amended, supplemented, restated, or modified through the date hereof, the "Disclosure Statement"); and

c. *Notice of Filing of Supplement Documents Pursuant to Joint Prepackaged Chapter 11 Plan of New MACH Gen LLC and Its Affiliated Debtors and Debtors in Possession* [Docket No. [•]] (the "Plan Supplement").

and upon consideration of (collectively, the "Declarations"):

a. *Declaration of John Chesser in Support of New MACH Gen's Chapter 11 Petitions and First Day Pleadings* [Docket No. [•]];

b. *Declaration of [•] Regarding the Solicitation of Votes and Tabulation of Ballots Cast on the Joint Prepackaged Chapter 11 Plan of New MACH Gen, LLC and Its Affiliated Debtors and Debtors in Possession* [Docket No. [•]] (the "Tabulation Declaration");

c. *Declaration of [•] in Support of Confirmation of New MACH Gen's Joint Prepackaged Chapter 11 Plan* [Docket No. [•]]; and

d. *Declaration of [•] in Support of Confirmation of New MACH Gen's Joint Prepackaged Chapter 11 Plan* [Docket No. [•]];

and the Court having reviewed all other filed pleadings, exhibits, statements, and comments regarding MACH Gen's request for entry of an order (this "Confirmation Order") (i) approving MACH Gen's prepetition solicitation procedures, (ii) approving the adequacy of the Disclosure Statement, and (iii) confirming the Plan, including all objections, statements, and reservations of

rights; and the Court having scheduled, pursuant to the Scheduling Order, [•], 2018 at [•] (prevailing Eastern Time) as the date and time to commence a hearing (the "Confirmation Hearing") to consider the proposed entry of this Confirmation Order; and the Confirmation Hearing having been held before the Court; and it appearing to the Court that notice of the Confirmation Hearing and the opportunity for any party in interest to object to the proposed entry of this Confirmation Order have been adequate and appropriate and no other notice need be provided, as evidenced by (collectively, the "Affidavits"):

a. *Affidavit of Service of Solicitation Materials* [Docket No. [•]] (the "Solicitation Affidavit") sworn to [•], 2018, by [•], an employee of Prime Clerk LLC ("Prime Clerk") relating to service of the Disclosure Statement (including, as an exhibit, the Plan), a letter from MACH Gen, appropriate ballots for holders to accept or reject the Plan (the "Ballots") and a return envelope (collectively, the "Solicitation Package") on [•], 2018;

b. *Affidavit of Service* [Docket No. [•]], sworn to [•], 2018, by [•], an employee of Prime Clerk, relating to service of the *Notice of Chapter 11 Bankruptcy Cases; Notice of Hearing on Disclosure Statement and Plan Confirmation; and Summary of Plan of Reorganization* [Docket No. [•]] (the "Combined Notice") on [•], 2018;

c. *Affidavit of Publication Regarding Notice of Chapter 11 Bankruptcy Cases; Notice of Hearing on Disclosure Statement and Plan Confirmation; and Summary of Plan or Reorganization* [Docket No. [•]], sworn to [•], 2018, by [•], an employee of Prime Clerk, relating to publication of the Combined Notice on [•], 2018; and

d. [*Affidavit of Service* [•], sworn to [•], 2018, by [•], an employee of Prime Clerk, relating to service of the *Notice of New MACH Gen's Intent to Assume Executory Contracts and Unexpired Leases* [Docket No. [•]], the "Assumption Notice").]

and based upon and after full consideration of the entire record of the Confirmation Hearing, including (i) all statements, arguments, and objections made by counsel regarding the proposed entry of this Confirmation Order at or in connection with the Confirmation Hearing, and (ii) all oral representations, testimony, documents, filings, and other evidence proffered, adduced, or presented regarding the proposed entry of this Confirmation Order at or in connection with the

Confirmation Hearing; and the Court having ruled on any and all objections, statements, and reservations of rights not consensually resolved or withdrawn regarding the Plan, Disclosure Statement, Motion, and proposed entry of this Confirmation Order, unless otherwise indicated herein; and the Court being fully familiar with, and taking judicial notice of, the entire record of these chapter 11 cases; and it appearing to the Court that the legal and factual bases set forth in the documents filed in support of the proposed entry of this Confirmation Order and presented at the Confirmation Hearing, including the Declarations and Affidavits, establish just cause for the relief granted herein; and after due deliberation thereon and good cause appearing therefor,

IT IS HEREBY DETERMINED, FOUND, ADJUDGED, AND DECREED THAT:

Findings of Fact and Conclusions of Law[3]

A. Jurisdiction and Venue. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Approval of the Solicitation Procedures (as defined below), approval of the adequacy of the Disclosure Statement, and confirmation of the Plan are core proceedings pursuant to 28 U.S.C. § 157(b), and the Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Chapter 11 Petitions. On the Petition Date, each MACH Gen Entity filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, commencing in the Court these chapter 11 cases. The Court has ordered the joint administration of these chapter 11 cases for procedural purposes only pursuant to Bankruptcy Rule 1015. Each MACH Gen Entity is an eligible debtor under section 109 of the Bankruptcy Code. Since the Petition Date, each MACH

[3] To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Gen Entity has remained authorized to operate its business and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these chapter 11 cases pursuant to section 1104 of the Bankruptcy Code. No statutory committee of unsecured creditors has been appointed pursuant to section 1102 of the Bankruptcy Code. No statutory committee of equity security holders has been appointed pursuant to section 1102 of the Bankruptcy Code.

C. Judicial Notice and Objections. The Court takes judicial notice of (and deems admitted into evidence for entry of this Confirmation Order) the docket of these chapter 11 cases maintained by the Clerk of Court, including all pleadings and other documents filed, all orders entered, and all evidence and arguments made, proffered, or adduced at the hearings held before the Court during the pendency of these chapter 11 cases. All unresolved objections, statements, and reservations of rights are overruled on the merits.

D. Burden of Proof. The Plan Proponents have the burden of proving the elements of section 1129 of the Bankruptcy Code by a preponderance of the evidence. As demonstrated by, among other things, the Declarations and Affidavits, the Plan Proponents have met such burden.

E. Notice. The transmittal and service of the Solicitation Packages, prior to the Petition Date, and the Combined Notice, after the Petition Date, were adequate and sufficient under the circumstances, and all parties required to be given notice of the Confirmation Hearing (including the deadline for filing and serving objections to the Plan, Disclosure Statement, Motion, or proposed entry of this Confirmation Order) have been given due proper, timely, and adequate notice in accordance with the Scheduling Order and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable non-bankruptcy law, rule, and

regulation, and such parties have had an opportunity to appear and be heard with respect thereto. No other or further notice is required.

F. Solicitation Procedures. The Plan Proponents' procedures for soliciting votes to accept or reject the Plan (the "Solicitation Procedures"), as set forth in the Solicitation Package and described in the Motion, Solicitation Affidavit, and Tabulation Declaration, are appropriate and satisfactory based upon the circumstances and in compliance with the provisions of the Bankruptcy Code, including sections 1125 and 1126 thereof, the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, the Local Rules, and any other applicable rules, laws, and regulations. In particular and without limitation, as detailed below, (1) Solicitation Packages were transmitted to all holders of Claims and Interests entitled to vote on the Plan and were not required to be transmitted to any other holders of Claims and Interests, (2) the Ballots included in the Solicitation Packages adequately addressed the particular needs of these chapter 11 cases, (3) holders of Claims and Interests entitled to vote on the Plan were prescribed sufficient and reasonable time and notice to submit Ballots, and (4) votes were tabulated fairly, in good faith, and as set forth in the Solicitation Package and the Tabulation Declaration.

(i) *Transmission of Solicitation Packages.* As evidenced by the Solicitation Affidavit and Tabulation Declaration, the Plan Proponents only solicited votes to accept or reject the Plan from holders of Claims in Classes 3A and 3B (collectively, the "Voting Classes"). All Classes other than the Voting Classes (collectively, the "Non-voting Classes") are either Unimpaired or will receive no recovery under the Plan and, pursuant to sections 1126(f) and (g) of the Bankruptcy Code, conclusively presumed to either have accepted or rejected the Plan, respectively. The Plan Proponents therefore were not required to solicit votes on the Plan from holders in Classes 1(a)-(e) (Priority Non-Tax Claims), Classes 2(a)-(e) (Other Secured Claims), Classes 4(a)-(e) (General Unsecured Claims), Classes 5(a)-(e) (Intercompany Claims), or Classes 6(a)-(e) (Interests).

On June 4, 2018, the Solicitation Packages (including the Plan) were distributed to all holders of record of the Claims in the Voting Classes. Holders of record were determined as of the date specified in the Solicitation Package for such purpose, June 4, 2018 (the "Voting Record Date") the selection of which was appropriate and reasonable under the circumstances. Transmission of the

Solicitation Packages to holders of Claims in the Voting Classes was timely, adequate, and sufficient under the circumstances, and no further transmission of the Solicitation Packages was required.

(ii) *Ballots*. The Ballots, forms of which are attached as an exhibit to the Motion, adequately conform to Official Form No. 14, and the modifications thereto addressed the particular needs of these chapter 11 cases and were appropriate for the holders of Claims and Interests entitled to vote to accept or reject the Plan. As evidenced by the Tabulation Declaration, the Ballots included in the tabulation results for the Plan were in form consistent with the requirements of Bankruptcy Rule 3018(c).

(iii) *Voting Deadline*. Establishment and notice of the deadline by which Ballots were required to be received by Prime Clerk in order to be counted for or against the Plan (the "Voting Deadline") was appropriate and reasonable under the circumstances. The period during which the Plan Proponents solicited acceptances to the Plan was a reasonable period of time for the holders of Claims entitled to vote on the Plan to make an informed decision to accept or reject the Plan.

(iv) *Vote Tabulation*. As evidenced by the Tabulation Declaration, Prime Clerk adhered to a tabulation protocol set forth in the Solicitation Packages (including in the instructions in the Ballots), which protocol was appropriate and reasonable under the circumstances. In particular, the tabulation results for the Plan only included those timely Ballots that were properly completed and executed by the holder of record of the relevant Claim or Interest (or such holder's authorized representative) as of the Voting Record Date. Votes to accept or reject the Plan were tabulated fairly and in good faith.

Accordingly, the Solicitation Procedures are approved in all respects, and the acceptances of the Plan obtained in accordance with the Solicitation Procedures, prior to the Petition Date, satisfy the conditions set forth in subdivisions (b) and (c) of Bankruptcy Rule 3018 for such acceptances to be deemed to be acceptances of the Plan pursuant to section 1126(b) of the Bankruptcy Code.

G. Adequacy of Disclosure Statement. Based on the circumstances of these chapter 11 cases and the extensive and comprehensive nature of the Disclosure Statement, which included descriptions and summaries of, among other things, (1) the Plan, (2) certain events preceding the commencement of these chapter 11 cases, (3) securities to be issued under the Plan, (4) the Restructuring Support Agreement, (5) risk factors affecting the Plan, (6) an analysis

setting forth the estimated return that creditors would receive in a chapter 7 liquidation, (7) financial projections and a valuation analysis that would be relevant to holders of Claims and Interests in determining whether to accept or reject the Plan, and (8) certain federal tax law consequences of the Plan, the adequacy of the Disclosure Statement is approved in all respects. The Disclosure Statement contains (1) sufficient information of a kind to satisfy the disclosure requirements of all applicable non-bankruptcy law, rules, and regulations, including the Securities Act of 1933, as amended (the "Securities Act") and (2) "adequate information," as such term is defined in section 1125(a) of the Bankruptcy Code, with respect to MACH Gen, the Plan, and the transactions contemplated therein. Accordingly, the Disclosure Statement complies with section 1126(b) of the Bankruptcy Code for purposes of subsections (c) and (d) of section 1126 of the Bankruptcy Code. By filing both the Disclosure Statement and the Plan on the Petition Date, the Plan Proponents have satisfied the filing requirement in Bankruptcy Rule 3016(b).

H. Plan Supplement. All materials in the Plan Supplement comply with the terms of the Plan, and the filing and notice of such documents is good and proper in accordance with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, and no other or further notice is or shall be required. All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan.

I. Solicitation in Good Faith. The Plan Proponents have solicited votes to accept or reject the Plan in good faith and in compliance with the Bankruptcy Code. Pursuant to section 1125(e) of the Bankruptcy Code, the Plan Proponents and their respective affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and attorneys have participated in good faith and in compliance with the Bankruptcy Code in the

offer, issuance, sale, and purchase of securities offered and sold under the Plan and any previous plan, and, therefore, none of any such parties or individuals or Reorganized MACH Gen or Reorganized New Harquahala will have any liability for the violation of any applicable law, rule or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the securities offered and sold under the Plan and any previous plan.

J. Plan's Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(1)). As detailed below, the Plan complies with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(1) of the Bankruptcy Code.

(i) *Plan Proponents (11 U.S.C. § 1121(a))*. The Plan Proponents are proper plan proponents under section 1121(a) of the Bankruptcy Code. In addition, the Plan is dated and identifies the Plan Proponents as proponents thereby satisfying Bankruptcy Rule 3016(a).

(ii) *Proper Classification (11 U.S.C. §§ 1122 and 1123(a)(1))*. Except with respect to Administrative Expenses, DIP Claims, and Priority Tax Claims, which need not be classified, Article III of the Plan classifies all Claims and Interests into seven Classes (numbered 1, 2, 3A, 3B, 4, 5, and 6). Because the Plan constitutes a separate chapter 11 plan with respect to each MACH Gen Entity, Article III of the Plan also provides that each numbered Class is deemed to encompass five separate Classes (one for each MACH Gen Entity), with such separate Classes designated, as necessary, by suffixes, as Classes 1(a)-(e), Classes 2(a)-(e), Classes 3A(i)-(v), Classes 3B(i)-(v), Classes 4(a)-(e), Classes 5(a)-(e), and Classes 6(a)-(e). Each Claim and Interest is substantially similar to all other Claims or Interests, as the case may be, that have been placed into the same Class as such Claim or Interest. Valid business, factual, and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan, including by each MACH Gen Entity, and such Classes do not unfairly discriminate among the holders of Claims and Interests. The Plan therefore satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

(iii) *Unimpaired Classes (11 U.S.C. § 1123(a)(2))*. Article III of the Plan specifies each Class that is Unimpaired under the Plan, thereby satisfying section 1123(a)(2) of the Bankruptcy Code:

(iv) *Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3))*. Article III of the Plan specifies the treatment of each Class that is Impaired under the Plan, thereby satisfying section 1123(a)(3) of the Bankruptcy Code.

(v) *Same Treatment Within Classes (11 U.S.C. § 1123(a)(4))*. Article III of the Plan provides for the same treatment of each Claim or Interest in a particular Class, unless the holder of a particular Claim or Interest agrees to a less favorable treatment of such Claim or Interest, thereby satisfying section 1123(a)(4) of the Bankruptcy Code.

(vi) *Implementation of Plan (11 U.S.C. § 1123(a)(5))*. Article V and other provisions of the Plan specifically provide, in detail, adequate and proper means for the Plan's implementation. In the event the First Lien Step-In Scenario has not occurred, on the Effective Date, (1) 100% of the Interests in New Harquahala shall be cancelled and the holders of the First Lien Claims (or their designee) shall receive their Pro Rata share (or such other allocations as may be determined by the First Lien Lenders in their sole discretion) of 100% of the Interests in Reorganized New Harquahala and payment in Cash of the Amendment Fee and Deferred Charges Amount in satisfaction of the First Lien Loan Reduction (subject to the terms and conditions of the Harquahala Reorganization Annex and the New First Lien Term Loans), (2) all other Interests in the MACH Gen Entities shall be reinstated, (3) Reorganized MACH Gen will enter into the New First Lien Facilities and the New Second Lien Facility and make distributions to holders of Allowed Class 3A and Class 3B Claims in the form of the New First Lien Facilities issued pursuant the Plan, (4) the Holders of Allowed DIP Claims shall receive payment in full in Cash, and (5) the First Lien Lenders shall reimburse or pay to Reorganized MACH Gen all reasonable and documented out-of-pocket O&M Expenses in an amount not to exceed $3,000,000 in accordance with, and subject to, Article V.E of the Plan and the Harquahala Reorganization Annex. In the event of a First Lien Step-In Scenario, on the Effective Date, 100% of the Interests in New MACH Gen shall be cancelled and the holders of the First Lien Claims and the holders of the DIP Claims (or their respective designees) shall each receive their Pro Rata share (or such other allocations as may be determined by the First Lien Lenders and DIP Lenders in their sole discretion) of 100% of the Interests in Reorganized New MACH Gen in exchange for the First Lien Claims and the DIP Claims. Reorganized MACH shall fund all distributions under the Plan required to be paid in Cash with Cash on hand, including Cash from operations and any Cash received on the Effective Date, including pursuant to the New Second Lien Facility or the New First Lien Facilities. Accordingly, the Plan satisfies section 1123(a)(5) of the Bankruptcy Code

(vii) *Charter Provisions (11 U.S.C. § 1123(a)(6))*. The New Organizational Documents, filed as part of the Plan Supplement, prohibit the issuance of nonvoting equity securities, thereby satisfying section 1123(a)(6) of the Bankruptcy Code.

(viii) *Designation of Directors and Officers (11 U.S.C. § 1123(a)(7))*. Article V.I of the Plan and the New Organizational Documents, filed as part of the Plan Supplement, contain provisions with respect to the selection of Reorganized MACH Gen and Reorganized New Harquahala's directors and officers that are consistent with the interests of creditors and equity security holders and with

public policy. The Plan does not contain any provisions with respect to the selection of Reorganized MACH Gen and Reorganized New Harquahala's directors and officers that are inconsistent with the interests of creditors and equity security holders or with public policy, thereby satisfying section 1123(a)(7) of the Bankruptcy Code.

(ix) *No Individual Debtor – Requirement Inapplicable (1 I U.S.C. § 1123(a)(8))*. None of the MACH Gen Entities is an individual, and section 1123(a)(8) of the Bankruptcy Code is therefore inapplicable to the Plan.

(x) *Impairment/Unimpairment of Classes (11 U.S.C. § 1123(b)(1))*. Article III of the Plan specifies the Classes that are impaired and the Classes that are unimpaired, as contemplated by section 1123(b)(1) of the Bankruptcy Code.

(xi) *Assumption and Rejection of Executory Contracts (11 U.S.C. § 1123(b)(2))*. Article VI of the Plan provides for the assumption and rejection of Executory Contracts and Unexpired Leases in accordance with section 365 of the Bankruptcy Code, as contemplated by section 1123(b)(2) of the Bankruptcy Code.

(xii) *Settlement of Claims and Interests (11 U.S.C. § 1123(b)(3))*. The Plan provides for certain settlements of MACH Gen's claims and interests, including through the releases, exculpation, and injunction pursuant to Article IX of the Plan, and for the retention and enforcement of certain of MACH Gen's claims and interests, including pursuant to Article V.N of the Plan, as contemplated by section 1123(b)(3) of the Bankruptcy Code.

(xiii) *Additional Provisions (11 U.S.C. § 1123(b)(6))*. The Plan contains other appropriate provisions that are not inconsistent with the applicable provisions of the Bankruptcy Code, as contemplated by section 1123(b)(6) of the Bankruptcy Code.

K. Plan Proponents' Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(2)). As detailed below, the Plan Proponents have complied with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(2) of the Bankruptcy Code:

(i) each MACH Gen Entity is eligible under section 109 of the Bankruptcy Code to be a debtor in these chapter 11 cases;

(ii) the Plan Proponents complied with the applicable provisions of the Bankruptcy Code, including sections 1125 and 1126, the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, the Local Rules, the Scheduling Order, and any applicable non-bankruptcy law, rule, and regulation in transmitting the Plan, Plan

Supplement, Disclosure Statement, Ballots, and related documents and notices and in soliciting and tabulating the votes on the Plan; and

(iii) the Plan Proponents have complied in all other respects with any applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Bankruptcy Court.

L. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Plan Proponents have proposed the Plan (including all documents necessary to effectuate the Plan) and the transactions contemplated in the Plan in good faith and not by any means forbidden by law. The Plan Proponents' good faith is evident from the facts and record of these chapter 11 cases, the Disclosure Statement, the record of the Confirmation Hearing and other proceedings held in these chapter 11 cases, and the unanimous support indicated by all holders who voted on the Plan voting to accept the Plan. The Plan was proposed with the legitimate and honest purpose of maximizing the value of the Estates and to effectuate a successful and efficient reorganization of MACH Gen. The Plan (including all documents necessary to effectuate the Plan) was negotiated at arm's length among MACH Gen, the Support Parties, and each of their respective professionals. Further, the Plan's classification, indemnification, exculpation, release, and injunction provisions have been negotiated in good faith and at arm's-length, are consistent with sections 105, 1122, 1123, 1129, and 1142 of the Bankruptcy Code and are each necessary for MACH Gen's successful reorganization. Accordingly, the Plan satisfies section 1129(a)(3) of the Bankruptcy Code.

M. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). Any payment made or to be made by the Plan Proponents or by a person issuing securities or acquiring property under the Plan for services or for costs and expenses of MACH Gen's professionals in connection with these chapter 11 cases, or in connection with the Plan and

incident to the chapter 11 cases, has been approved by, or is subject to the approval of, the Court as reasonable, thereby satisfying section 1129(a)(4) of the Bankruptcy Code.

N. Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)). The identity and affiliations of any individual proposed to serve as a director or officer of Reorganized MACH Gen and Reorganized New Harquahala, as applicable, and the identity and nature of any compensation of any insider that will be employed or retained by Reorganized MACH Gen and Reorganized New Harquahala, as applicable, have been fully disclosed in the Disclosure Statement, Plan, and Plan Supplement, to the extent available, and the appointment to, or continuance in, such offices of such individuals is consistent with the interests of holders of Claims and Interests and with public policy. Each such individual will serve in accordance with the terms and subject to the conditions of the New Organizational Documents and any other relevant organizational documents, each as applicable. Accordingly, MACH Gen has complied with section 1129(a)(5) of the Bankruptcy Code.

O. No Rate Changes – Requirement Inapplicable (11 U.S.C. § 1129(a)(6)). The Plan does not provide for any rate changes by MACH Gen, and section 1129(a)(6) of the Bankruptcy Code is therefore inapplicable to the Plan.

P. Best Interest of Creditors (11 U.S.C. § 1129(a)(7)). The liquidation analysis attached to the Disclosure Statement and other evidence submitted, proffered, or adduced in support of the Plan at or in connection with the Confirmation Hearing (1) is persuasive and credible, (2) has not been controverted by other persuasive and credible evidence, (3) employs reasonable methodologies and assumptions, and (4) establishes that each holder of an Impaired Claim or Interest will receive or retain property under the Plan, on account of such Impaired Claim or Interest, with a value as of the Effective Date that is not less than the amount that such

holder would receive or retain if MACH Gen were liquidated under chapter 7 of the Bankruptcy Code on such date. Accordingly, the Plan satisfies section 1129(a)(7) of the Bankruptcy Code.

Q. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). Pursuant to section 1126(b) of the Bankruptcy Code, each Voting Class (Classes 3A and 3B) has accepted the Plan in accordance with section 1126(c) of the Bankruptcy Code. Classes 1, 2, 4, 6(b), 6(c), and 6(d) are Unimpaired under the Plan and pursuant to section 1126(f) of the Bankruptcy Code are conclusively presumed to have accepted the Plan. Classes 5, 6(a) and/or 6(e) are deemed to reject the Plan; therefore, section 1129(a)(8) of the Bankruptcy Code has not been satisfied with respect to these Classes that are deemed to reject the Plan. Accordingly, confirmation is sought pursuant to section 1129(b) of the Bankruptcy Code with respect to such Classes.[4]

R. Treatment of Administrative Expenses, DIP Claims, and Priority Claims (11 U.S.C. § 1129(a)(9)). Articles II.A, II.B, II.C, II.D, and III.B.1 of the Plan provide that (i) Administrative Expenses, (ii) Priority Claims, and (iii) in the event the First Lien Step-In Scenario has not occurred, DIP Claims, in each case, will receive treatment that is consistent with the treatment specified therefor in section 1129(a)(9) of the Bankruptcy Code. In the event of a First Lien Step-In Scenario, DIP Claims will receive treatment that is different than the treatment specified therefor in section 1129(a)(9) of the Bankruptcy Code, with the consent of each holder thereof. Accordingly, the Plan satisfies section 1129(a)(9) of the Bankruptcy Code.

[4] The Plan provides that holders of Claims within Classes 5 and 6(a) shall be Unimpaired and holders of such Claims will be deemed to accept the Plan, provided that, solely in the event of a First Lien Step-In Scenario, such Claims will be Impaired, the holders of such Claims will receive no distribution and will be deemed to reject the Plan. The Plan also provides holders of Claims within Class 6(e) shall be Impaired and holders of such Claims will receive no distribution and will be deemed to reject the Plan, provided that, solely in the event of a First Lien Step-In Scenario, such Claims will be Unimpaired and holders of such Claims will be deemed to accept the Plan.

S. Acceptance by Impaired Class of Claims (11 U.S.C. § 1129(a)(10)). Classes 3A, 3B and 6(e) are Impaired under the Plan. Additionally, in the event the First Lien Step-In Scenario occurs, Classes 5 and 6(a) (but not 6(e)) will be impaired under the Plan. As evidenced by the Tabulation Declaration, both of the Impaired Classes of Claims that are entitled to vote – Class 3A (First Lien Revolver Claims) and Class 3B (First Lien Term Loan Claims) – have voted unanimously to accept the Plan in accordance with section 1126(c) of the Bankruptcy Code, determined without including any acceptance of the Plan by any "insider," as that term is defined in section 101(31) of the Bankruptcy Code, thereby satisfying the requirements of section 1129(a)(10) of the Bankruptcy Code.

T. Feasibility (11 U.S.C. § 1129(a)(11)). The projected financial results attached to the Disclosure Statement and other evidence submitted, proffered, or adduced in support of the Plan at or in connection with the Confirmation Hearing (1) is persuasive and credible, (2) has not been controverted by other persuasive and credible evidence, and (3) employs reasonable methodologies and assumptions, and (4) establishes that the Plan is feasible and that there is a reasonable prospect of Reorganized MACH Gen and Reorganized New Harquahala being able to meet their financial obligations under the Plan and in their businesses in the ordinary course and that confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of Reorganized MACH Gen or Reorganized New Harquahala, thereby satisfying the requirements of section 1129(a)(11) of the Bankruptcy Code.

U. Payment of Fees (11 U.S.C. § 1129(a)(12)). Article II.A of the Plan provides for the payment on the Effective Date of all Administrative Expenses, including all fees and charges assessed against the Estates pursuant to chapter 123 of title 28 of the United States Code, which includes section 1930 thereof, that are then due and owing, to the extent not already paid during

these chapter 11 cases, thereby satisfying the requirements of section 1129(a)(12) of the Bankruptcy Code.

V. No Retiree Benefits – Requirement Inapplicable (11 U.S.C. § 1129(a)(13)). MACH Gen does not provide or pay any "retiree benefits," as such term is defined in section 1114 of the Bankruptcy Code, and section 1129(a)(13) of the Bankruptcy Code is therefore inapplicable to the Plan.

W. No Domestic Support Obligations – Requirement Inapplicable (11 U.S.C. § 1129(a)(14)). MACH Gen is not required by a judicial or administrative order, or by statute, to pay any domestic support obligation, and section 1129(a)(14) of the Bankruptcy Code is therefore inapplicable to the Plan.

X. No Individual Debtor – Requirement Inapplicable (11 U.S.C. § 1129(a)(15)). None of the MACH Gen Entities is an individual, and section 1129(a)(15) of the Bankruptcy Code is therefore inapplicable to the Plan.

Y. No Applicable Nonbankruptcy Law Regarding Transfers – Requirement Inapplicable (11 U.S.C. § 1129(a)(16)). Each of the MACH Gen Entities is a moneyed, business, or commercial corporation or trust, and section 1129(a)(16) of the Bankruptcy Code is therefore inapplicable to the Plan.

Z. Confirmation of the Plan Over Nonacceptance of Impaired Classes (11 U.S.C. § 1129(b)). Classes 5, 6(a), and 6(e) are deemed to reject the Plan. Pursuant to section 1129(b) of the Bankruptcy Code, the Plan may be confirmed notwithstanding that not all Impaired Classes have voted to accept the Plan. All of the requirements of section 1129(a) of the Bankruptcy Code with respect to such Classes, other than section 1129(a)(8), have been met. With respect to Classes 5, 6(a), and 6(e), no holders of Claims or Interests junior to the holders

of such Classes will receive or retain any property under the Plan on account of such Claims or Interests. Additionally, no Class of Claims or Interests is receiving property under the Plan having a value more than the Allowed amount of such Claim or Interest. Further, the Plan does not unfairly discriminate among Classes of Claims and Interests because holders of Claims with similar legal rights will not be receiving materially different treatment under the Plan. Specifically, classifications and recoveries under the Plan are based on the following factors: (a) the MACH Gen Entities and claims against such entity and assets at each entity, and (b) legal rights of holders of Claims, including rights under applicable credit and debt agreements, security interests against the applicable MACH Gen Entity, and subordination agreements. Moreover, any Claim or Interest that is Impaired and deemed to reject the Plan has consented to its treatment under the Plan. Accordingly, the Plan is fair and equitable and does not discriminate unfairly, as required by section 1129(b) of the Bankruptcy Code, and may be confirmed under Bankruptcy Code section 1129(b) notwithstanding such Classes' deemed rejection of the Plan.

AA. Satisfaction of Confirmation Requirements. Based upon the foregoing, all requirements for confirming the Plan set forth in subsection (a) of section 1129 of the Bankruptcy Code have been satisfied, and each other subsection thereof is inapplicable to the confirmation of the Plan. In particular, (1) the Plan is the only plan filed in these chapter 11 cases, (2) the principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act, and no governmental unit has alleged and proven otherwise, and (3) none of the MACH Gen Entities is a "small business debtor," as such term is defined in section 101(51D) of the Bankruptcy Code.

BB. Implementation. All documents necessary to implement the Plan, including the exhibits thereto, the documents contained in the Plan Supplement, the New First Lien Facilities Documents, the New Second Lien Facility Documents, the New Intercreditor Agreement, and all other relevant and necessary documents have been negotiated in good faith and at arm's length and shall, upon completion of documentation and execution, be valid, binding, and enforceable agreements and shall not be in conflict with any federal or state law.

CC. Releases, Exculpation, and Injunction. The Court has jurisdiction under sections 1334(a) and (b) of title 28 of the United States Code to approve the releases, exculpation, and injunction set forth in the Plan. The settlements reflected in the Plan are (1) in the best interests of MACH Gen, its Estates, and all holders of Claims or Interests, (2) fair, equitable, and reasonable, (3) made in good faith, and (4) hereby approved by the Court pursuant to Bankruptcy Rule 9019. The allowance, classification, and treatment of any Allowed Claims and Allowed Interests of a Released Party take into account any Causes of Action, whether under the Bankruptcy Code or otherwise under applicable non-bankruptcy law, that may exist between MACH Gen and any Released Party.

DD. As contemplated by section 1123(b)(3) of the Bankruptcy Code, Article IX.D of the Plan describes certain releases granted by MACH Gen and certain third parties (the "Releases"). The Releases are permitted under section 105(a) of the Bankruptcy Code when, as has been established here based upon the record in these chapter 11 cases and the evidence presented at the Confirmation Hearing, they are (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the claims released by Article IX.D of the Plan; (3) in the best interests of MACH Gen and all holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due

notice and opportunity for hearing; and (6) a bar to any Entity (including MACH Gen) asserting any claim or Cause of Action released pursuant to Article IX.D the Plan.

EE. The releases of non-debtors in Article IX of the Plan are fair to holders of Claims and Interests and are necessary to the proposed restructuring, thereby satisfying the requirements of In re Continental Airlines, Inc., 203 F.3d 203, 214 (3d Cir. 2000). In addition, such releases are appropriate because (1) there is an identity of interest between MACH Gen and each of the Released Parties as (a) they share the common goal of confirming the Plan and implementing the transactions contemplated thereby, and (b) a suit against the Released Parties is, in essence, a suit against MACH Gen or will deplete assets of the Estates; (2) each of the Released Parties provided a substantial contribution to the reorganization, including without limitation the efforts of the Released Parties to facilitate the reorganization of MACH Gen and the implementation of the restructuring contemplated by the Restructuring Support Agreement, (3) each Impaired Class that was entitled to vote on the Plan voted unanimously to accept, and (4) the Plan provides for holders in all Non-voting Classes to be paid in full or otherwise rendered unimpaired, except as otherwise agreed by holders of Claims or Interests in such Non-voting Classes. In addition, the Releases provide finality for MACH Gen, Reorganized MACH Gen, and the Released Parties regarding the parties' respective obligations under the Plan and were specifically negotiated by MACH Gen and the Support Parties as part of the Restructuring Support Agreement, including the form of the Plan attached thereto.

FF. Further, the exculpation provision described in Article IX.E of the Plan (the "Exculpation") is appropriate under applicable law because it was proposed in good faith, was formulated following extensive good-faith, arm's-length negotiations with key constituents and is appropriately limited in scope, as it will have no effect on the liability of any Entity for any act

or omission that is determined by a Final Order of a court of competent jurisdiction to have constituted willful misconduct, fraud, or gross negligence. The Exculpated Parties have participated in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of the securities pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

GG. The injunction provision set forth in Article IX.F of the Plan is necessary to implement, preserve, and enforce the discharge described in Article IX.B of the Plan, the Releases, and the Exculpation.

HH. The record of the Confirmation Hearing and these chapter 11 cases, including the Declarations, is sufficient to support the releases, exculpation, and injunction provided for in Article IX.D, Article IX.E, and Article IX.F of the Plan, respectively. Accordingly, based upon the record of these chapter 11 cases, the representations and the evidence proffered, adduced and presented at the Confirmation Hearing, the Court finds that the releases, exculpation, and injunction set forth in Article IX of the Plan are consistent with the Bankruptcy Code and applicable law. The failure to implement the injunction, exculpation, and releases would seriously impair MACH Gen's ability to confirm the Plan.

II. Preservation of Causes of Action. Article V.N. of the Plan provides, in accordance with section 1123(b)(3) of the Bankruptcy Code, that (1) any Preserved Causes of Action that a MACH Gen Entity may hold against any Entity shall vest in Reorganized MACH Gen or Reorganized New Harquahala, as applicable, (2) the applicable Reorganized MACH Gen Entity or Entities or Reorganized New Harquahala, as applicable, through their authorized agents

or representatives, shall retain and may exclusively enforce any and all such Preserved Causes of Action, and (3) Reorganized MACH Gen or Reorganized New Harquahala, as applicable, shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Preserved Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Court. The provisions of the Plan, including the Plan Supplement, regarding the Preserved Causes of Action are appropriate, fair, equitable, and reasonable and are in the best interests of MACH Gen, the Estates, and holders of Claims and Interests.

JJ. Good Faith. MACH Gen, Reorganized MACH Gen, Reorganized New Harquahala, the Support Parties, the Plan Proponents, and the Released Parties will be acting in good faith if they proceed to (1) consummate the Plan and the agreements, settlements, transactions, and transfers contemplated thereby and (2) take the actions authorized and directed by this Confirmation Order.

KK. Valuation. The valuation analysis contained in the Disclosure Statement and the Declarations, and the liquidation analysis attached to the Disclosure Statement, provide the basis for the Plan, and the estimated going concern value and liquidation value of the Debtors is, in each case, reasonable and credible. All parties in interest have been given the opportunity to challenge the valuation analysis and the liquidation analysis and none have. Each of the valuation analysis and liquidation analysis (a) is reasonable, persuasive, credible, and accurate and (b) relies on reasonable and appropriate methodologies and assumptions.

LL. O&M Reimbursement. The proposed terms and conditions of the reimbursement and payment to Reorganized MACH Gen of certain O&M Expenses by the First

Lien Lenders, as set forth in Article V.E of the Plan, are fair and reasonable and are in the best interests of MACH Gen, their Estates, and do not conflict with applicable law. In the event the First Lien Step-In Scenario has not occurred, MACH Gen and the First Lien Lenders are authorized, without further approval of this Court or any other party, to effectuate the O&M Expense reimbursement pursuant to Article V.E. of the Plan and to execute and deliver all agreements, documents, instruments and certificates relating thereto.

MM. First Lien Step-In Right. The automatic modification of the MACH Gen Entities' exclusive right to file and solicit a plan provided by section 1121 of the Bankruptcy Code upon the occurrence of the First Lien Step-In Scenario and the corresponding treatment provided in such case to Holders of DIP Claims and the Holders of Claims in Classes 1 through 6 (including, without limitation Classes 3A, 3B, 5, and 6), as set forth in Article V.D. of the Plan, is fair and reasonable and is in the best interests of MACH Gen, their Estates, and does not conflict with applicable law.

NN. Harquahala Reorganization. The Interests in New Harquahala and all property owned by New Harquahala constitute property of the Debtors' Estates and exclusive title and right thereto is presently vested in the Debtors' Estates within the meaning of section 541(a) of the Bankruptcy Code. In the event the First Lien Step-In Scenario has not occurred, on the Effective Date the Interests in New Harquahala shall be cancelled, and the Interests in Reorganized New Harquahala shall be issued to the First Lien Lenders and Reorganized New Harquahala shall obtain all of the Debtors' right, title, and interest in the Harquahala Assets (the "Harquahala Reorganization"). The Debtors have taken all corporate or other entity action necessary to authorize and approve the Harquahala Reorganization, and the Harquahala Reorganization has been duly and validly authorized by all necessary corporate or other entity

action. In the event the First Lien Step-In Scenario does not occur, upon the entry of this Confirmation Order, the Debtors shall have full authority to consummate the Harquahala Reorganization and all necessary transactions related thereto contemplated by, and pursuant to the terms of, the Plan.

OO. Good Faith Arms' Length Process. The process engaged in by the Debtors, the Consenting Equity Holders (as such term is defined in the Restructuring Support Agreement), and the First Lien Lenders, including the negotiation of the Plan and the Restructuring Support Agreement, was at arm's length, non-collusive, in good faith and substantively and procedurally fair to all parties, including with respect to the treatment of the First Lien Claims, including the issuance to the First Lien Lenders (or their designee) of the Interests in Reorganized New Harquahala in exchange for, among other things, the First Lien Loan Reduction (subject to the terms and conditions of the New First Lien Term Loan). The First Lien Lenders are good faith purchasers within the meaning of section 363(m) of the Bankruptcy Code, and are therefore entitled to the full protection of that section under this Confirmation Order and any other order related to the Harquahala Reorganization, and otherwise have proceeded in good faith in all respects in connection with this proceeding. Accordingly, the reversal or modification on appeal of the authorization provided herein (or in any other order related to the Harquahala Reorganization) to consummate the Harquahala Reorganization shall not affect the validity of the Harquahala Reorganization, unless such authorization and consummation of the Harquahala Reorganization are duly and properly stayed pending such appeal. None of the Debtors or the First Lien Lenders have engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code.

PP. No Collusion. The Plan and the transactions contemplated thereunder, including, but not limited to the Harquahala Reorganization and the First Lien Step-In Right, were proposed, negotiated and entered into by the Debtors, the Consenting Equity Holders (as such term is defined in the Restructuring Support Agreement), and the First Lien Lenders without collusion, the First Lien Lenders are not "insiders" or "affiliates" of the Debtors, as those terms are defined in section 101 of the Bankruptcy Code, and none of the Debtors or the First Lien Lenders have engaged in any conduct that would cause or permit the Plan, the Harquahala Reorganization, or any other related transaction to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

QQ. No Fraudulent Intent; Fair Value. None of the Plan Proponents have submitted the Plan or propose to consummate the Harquahala Reorganization for the purpose of hindering, delaying or defrauding the Debtors' present or future creditors. None of the Plan Proponents are submitting the Plan, or proposing to consummate the Harquahala Reorganization, fraudulently, for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims whether under the Bankruptcy Code, under the laws of the United States, or under the laws of any state, territory, possession thereof or the District of Columbia, or any other applicable jurisdiction with laws substantially similar to the foregoing. The form and total consideration to be realized by the Debtors under the Plan (including the First Lien Loan Reduction, subject to the terms and conditions of the New First Lien Term Loan and the Harquahala Reorganization Annex) constitutes fair value, fair, full and adequate consideration, reasonably equivalent value and reasonable market value for the Harquahala Assets.

RR. Free and Clear Transfer Necessary. The First Lien Lenders would not have agreed to the treatment provided in the Plan, including the First Lien Loan Reduction (subject to

the terms and conditions of the New First Lien Term Loan), and the Harquahala Reorganization, thus adversely affecting the Debtors, their Estates, creditors and other parties in interest, if the Harquahala Reorganization was not free and clear of all Claims, Liens, liabilities, Interests, rights and encumbrances to the extent set forth in the Plan or if the First Lien Lenders would, or in the future could, be liable for any Claims, Liens, liabilities, Interests, rights or encumbrances including, as applicable, certain liabilities that expressly are not assumed by the First Lien Lenders or Reorganized New Harquahala as set forth in the Plan, the Plan Supplement, or this Confirmation Order.

SS. Retention of Jurisdiction. Pursuant to sections 105(a) and 1142 of the Bankruptcy Code, the Court may properly retain exclusive jurisdiction over the matters arising out of, or related to, these chapter 11 cases and the Plan as set forth in Article XII of the Plan. AND IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

Order

1. **Findings of Fact and Conclusions of Law**. The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as though fully set forth herein and, together with the findings and conclusions in the record of the Confirmation Hearing, shall constitute the Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any finding of fact shall be determined to be a conclusion of law, it shall be deemed so, and vice versa.

2. **Notice of Confirmation Hearing**. The Combined Notice complied with the terms of the Scheduling Order, was adequate and sufficient under the circumstances, and all parties required to be given notice of the Confirmation Hearing (including the deadline for filing and serving objections to the Plan and Disclosure Statement) have been given due, proper,

timely, and adequate notice in accordance with the Scheduling Order and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable non-bankruptcy law, rule, and regulation, and such parties have had an opportunity to appear and be heard with respect thereto. No other or further notice is required.

3. **Objections**. All objections, responses to, and statements and comments, if any, in opposition to, the Plan and/or the Disclosure Statement, respectively, shall be, and hereby are, overruled in their entirety or are otherwise resolved as incorporated herein.

4. **Solicitation Procedures**. The Solicitation Procedures are approved in all respects, including the selection of the Voting Record Date and Voting Deadline, and were appropriate and satisfactory based upon the circumstances and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable non-bankruptcy law. Transmission of the Solicitation Package to holders of Claims and Interests in the Voting Classes was timely, adequate, and sufficient under the circumstances, and no further transmission of the Solicitation Package was required.

5. **Ballots**. The Ballots are in compliance with Bankruptcy Rule 3018(c), adequately conform to Official Form B14, and are approved in all respects.

6. **Adequacy of Disclosure Statement**. The Disclosure Statement is approved in all respects and contains (a) sufficient information of a kind to satisfy the disclosure requirements of all applicable non-bankruptcy law, rules, and regulations, including the Securities Act, to the extent applicable, and (b) "adequate information," as such term is defined in section 1125(a) of the Bankruptcy Code, with respect to MACH Gen, the Plan, and the transactions contemplated therein.

7. **Approval of Prepetition Solicitation**. The solicitation of votes on the Plan conducted prior to the Petition Date complied with the Solicitation Procedures, was appropriate and satisfactory based upon the circumstances of these chapter 11 cases, and was in compliance with the Bankruptcy Code, including section 1125(g) of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and applicable non-bankruptcy law. Holders of Claims or Interests who accepted the Plan prior to the Petition Date pursuant to MACH Gen's solicitation of the Plan are deemed, pursuant to section 1126(b) of the Bankruptcy Code, to have accepted the Plan for purposes of subsections (c) and (d), as applicable, of section 1126 of the Bankruptcy Code.

8. To the extent that Plan Proponent's solicitation of acceptances of the Plan is deemed to constitute an offer of new securities, the Plan Proponents are exempt from the registration requirements of the Securities Act (and of any equivalent state securities or "blue sky" laws) with respect to such solicitation under section 3(a)(9) of the Securities Act and similar Blue Sky Laws, exempting the Plan Proponents' prepetition solicitation from the disclosure and registration requirements otherwise imposed by the Securities Act or any similar rules, regulations, or statutes. Section 3(a)(9) of the Securities Act provides that the registration requirements of the Securities Act will not apply to "any security exchanged by the issuer with its existing security holders exclusively where no commission or other remuneration is paid or given directly or indirectly for soliciting such exchange." The Plan Proponents meet the requirements of section 3(a)(9) of the Securities Act as the prepetition solicitation of acceptances would constitute an offer of new securities.

9. **Confirmation of Plan**. The Plan and each of its provisions shall be, and hereby are, CONFIRMED pursuant to section 1129 of the Bankruptcy Code. The documents contained in the Plan Supplement are authorized and approved. The terms of the Plan, including all

schedules and exhibits thereto and the Plan Supplement, are incorporated by reference into and are an integral part of this Confirmation Order.

10. **No Action Required**. Pursuant to the appropriate provisions of applicable law and section 1142(b) of the Bankruptcy Code, no action of the respective directors, equity holders, managers, or members of MACH Gen, Reorganized MACH Gen, Reorganized New Harquahala, or the Plan Proponents, as applicable, shall be required to authorize MACH Gen, Reorganized MACH Gen, or Reorganized New Harquahala, as applicable, to enter into, execute, deliver, file, adopt, amend, restate, consummate, or effectuate, as the case may be, the Plan and any contract, instrument, or other document to be executed, delivered, adopted, or amended in connection with the implementation of the Plan, including the Plan Supplement.

11. **Binding Effect**. Subject to Article X.B of the Plan and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan shall be immediately effective and enforceable and deemed binding upon MACH Gen, Reorganized MACH Gen, Reorganized New Harquahala, any and all holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are party, or subject, to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all of MACH Gen's counterparties to Executory Contracts, Unexpired Leases, and any other prepetition agreements and each of the foregoing's respective heirs, successors, assigns, trustees, executors, administrators, affiliates, officers, directors, agents, representatives, attorneys, beneficiaries, or guardians.

12. **Vesting of Assets**. Except as otherwise provided in the Plan or in this Confirmation Order (and subject to paragraph 24 hereof in respect of the New First Lien

Facilities, New First Lien Facilities Documents, the New Second Lien Facilities and the New Second Lien Facilities Documents), on the Effective Date, all property in each Estate, all Causes of Action (other than Excluded Actions) and any property acquired by MACH Gen pursuant to the Plan shall vest in each respective Reorganized MACH Gen Entity or Reorganized New Harquahala, as applicable, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, Reorganized MACH Gen and Reorganized New Harquahala may operate its businesses and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court, and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

13. **Authorizations to Undertake Restructuring Transactions**. As of the date hereof, the Plan Proponents are authorized to enter into such transactions and take such other actions as may be necessary or appropriate to effect a corporate and other Entity restructuring of their businesses, to otherwise simplify the overall corporate and other Entity structure of MACH Gen, or to reincorporate or reorganize certain of the MACH Gen Entities under the laws of jurisdictions other than the laws of which such MACH Gen Entities currently are incorporated or formed. In furtherance thereof, the Plan Proponents and the directors, officers, or managers acting on their behalf, may (a) execute and deliver appropriate agreements or other documents of merger, consolidation, restructuring, disposition, liquidation, or dissolution containing terms that are consistent with the terms of the Plan and the Restructuring Support Agreement and that satisfy the requirements of applicable state law and such other terms to which the applicable Entities may agree; (b) execute and deliver appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, or obligation on terms

consistent with the terms of the Plan and the Restructuring Support Agreement, and having such other terms to which the applicable Entities may agree; (c) file appropriate certificates or articles of merger, consolidation or dissolution pursuant to applicable state law, consistent with the terms of the Plan and the Restructuring Support Agreement; and (d) take all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law in connection with such transactions, consistent with the terms of the Plan and Restructuring Support Agreement.

14. **Effectiveness of All Actions**. On the Effective Date, all actions contemplated under the Plan (including, for the avoidance of doubt, the Plan Supplement) shall be deemed authorized and approved in all respects, including: (a) appointment of the New Boards pursuant to Article V.I of the Plan and any other managers, directors, or officers for Reorganized MACH Gen and Reorganized New Harquahala, as applicable, identified in the Plan Supplement; (b) the issuance of new Interests in Reorganized New Harquahala; (c) entry into the New Organizational Documents; (d) entry into the New First Lien Facilities Documents; (e) entry into the New Second Lien Facilities Documents, (f) entry into the New Intercreditor Agreement, (g) implementation of the Restructuring Transactions; and (h) all other actions contemplated under the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate or other Entity structure of MACH Gen, Reorganized MACH Gen, or Reorganized New Harquahala, and any corporate or other Entity action required by MACH Gen, Reorganized MACH Gen, or Reorganized New Harquahala in connection with the Plan, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, managers, or officers of MACH Gen, Reorganized MACH Gen, and Reorganized New Harquahala. On or before the Effective Date, the appropriate

officers of MACH Gen, Reorganized MACH Gen or Reorganized New Harquahala, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effectuate the transactions contemplated under the Plan) in the name, and on behalf, of Reorganized MACH Gen or Reorganized New Harquahala, as applicable, including any and all agreements, documents, securities, and instruments relating to the foregoing. The foregoing authorizations and approvals shall be effective notwithstanding any requirements under applicable non-bankruptcy law.

15. **First Lien Step-In Right**. The First Lien Step-In Right of the First Lien Lenders is in the best interests of the Debtors, their Estates, and the holders of Claims and Interests and is fair, equitable, and reasonable under the circumstances of these Chapter 11 Cases. Accordingly, the terms and conditions of the First Lien Step-In Right are hereby approved pursuant to section 1123(b) of the Bankruptcy Code. In the event the First Lien Step-In Scenario occurs, the Holders of Allowed DIP Claims and the holders of Claims in Classes 3A, 3B, 4, 5, and 6 shall receive the applicable treatment provided for such claims as set forth in Articles II.C, III.B.3, III.B.4, III.B.5, III.B.6, and III.B.7 of this Plan, including, without limitation, the cancellation of all Interests in New MACH Gen and the issuance of 100% of the Interests in Reorganized MACH Gen to the DIP Lenders and First Lien Lenders.

16. **Approval of the Harquahala Reorganization**. In the event the First Lien Step-In Scenario does not occur, the Harquahala Reorganization and all terms and conditions thereof are authorized and approved in all respects pursuant to sections 105(a), 363(b), 365 and 1123(b)(6) of the Bankruptcy Code.

17. **Good and Marketable Title**. In the event the First Lien Step-In Scenario has not occurred and except as otherwise provided in the Plan and this Confirmation Order, on the Effective Date, all of the Debtors' rights, title and interest in and to, and possession of, the Harquahala Assets shall be immediately vested in Reorganized New Harquahala pursuant to sections 105(a), 363(b), 363(f), 365, and 1123(b)(6) of the Bankruptcy Code free and clear of any and all Claims, Liens, liabilities, Interests, rights, and encumbrances, except to the extent otherwise set forth in the Plan. Such transfer shall constitute a legal, valid, binding, and effective transfer of all of the legal, equitable and beneficial right, title and interest in and to the Harquahala Assets and will vest Reorganized New Harquahala with good and marketable title to the Harquahala Assets. All persons or Entities, presently or on or after the Effective Date, in possession of some or all of the Harquahala Assets are directed to surrender possession of the Harquahala Assets to Reorganized New Harquahala or its designee on the Effective Date or at such time thereafter as the First Lien Lenders or First Lien Agent may request. The Harquahala Reorganization shall not be avoidable under section 363(n) of the Bankruptcy Code, and no party shall be entitled to any damages or other recovery pursuant to section 363(n) in respect to the Plan or the Harquahala Reorganization.

18. In the event of the First Lien Step-In Scenario, on the Effective Date, all of the Debtors' rights, title and interest in and to, and possession of, the assets held by New MACH Gen, LLC and each MACH Gen Entity (the "MACH Gen Assets") shall be immediately vested in Reorganized MACH Gen pursuant to sections 105(a), 363(b), 363(f), 365, and 1123(b)(6) of the Bankruptcy Code free and clear of any and all Claims, Liens, liabilities, Interests, rights, and encumbrances, except to the extent otherwise set forth in the Plan. Such transfer shall constitute a legal, valid, binding, and effective transfer of all of the legal, equitable and beneficial right,

title and interest in and to the MACH Gen Assets and will vest Reorganized MACH Gen with good and marketable title to the MACH Gen Assets. All persons or Entities, presently or on or after the Effective Date, in possession of some or all of the MACH Gen Assets are directed to surrender possession of the MACH Gen Assets to Reorganized MACH Gen or its designee on the Effective Date or at such time thereafter as the First Lien Lenders or First Lien Agent may request.

19. **Permits**. To the maximum extent permitted under applicable law, Reorganized New Harquahala and Reorganized MACH Gen, as applicable, shall be authorized, as of the Effective Date, to operate under any license, permit, registration and governmental authorization or approval of MACH Gen, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to Reorganized New Harquahala or Reorganized MACH Gen, as applicable, as of the Effective Date.

20. **Government Licenses**. No governmental unit (as defined in section 101(27) of the Bankruptcy Code) or any representative thereof may deny, revoke, suspend or refuse to renew any permit, license or similar grant relating to the operation of the Debtors' assets, including the Harquahala Assets, on account of the filing or pendency of the Chapter 11 Cases or the consummation of the Harquahala Reorganization to the extent that any such action by a governmental unit or any representative thereof would violate section 525 of the Bankruptcy Code.

21. **Reorganized New Harquahala Not A Successor**. The First Lien Lenders, Beal Bank USA, and Reorganized New Harquahala are not and shall not be deemed, by reason of any theory of law or equity, as a result of any action taken in connection with the Plan, the

consummation of the Harquahala Reorganization, the exercise of the First Lien Step-In Right, the assumption of Executory Contracts and Unexpired Leases pursuant to the Plan, and the other transactions contemplated by the Plan, or the transfer or operation of the Harquahala Assets to (a) be a legal successor, or otherwise be deemed a successor to the Debtors (other than with respect to any obligations as an assignee under the assumed Executory Contracts or Unexpired Leases arising after the Effective Date); (b) have, *de facto* or otherwise, consolidated or merged with or into the Debtors; or (c) be an alter ego or mere continuation or substantial continuation of the Debtors or the enterprise(s) of the Debtors.

22. **No Successor or Transferee Liability**. Except as otherwise expressly provided in the Plan and this Confirmation Order and with respect to the assumed Executory Contracts or Unexpired Leases, in the event the First Lien Step-In Right Scenario has not occurred, Reorganized New Harquahala shall not be subject to any liability (including, to the fullest extent possible under applicable law (including the Bankruptcy Code), or any responsibility for (a) any liability or other obligation of MACH Gen, or related to New Harquahala or the Harquahala Assets arising prior to the Effective Date or (b) any Claims against any MACH Gen Entity or any of its respective predecessors or Affiliates) by reason of the transfer of the Harquahala Assets, including the assumption by Reorganized New Harquahala of certain executory contracts and unexpired leases. To the extent any successor liability claim against Reorganized New Harquahala is property of the Debtors' Estates, the Debtors have agreed that any such Estate property interests are hereby extinguished and released.

23. Except as otherwise expressly provided in the Plan and this Confirmation Order and with respect to the assumed Executory Contracts or Unexpired Leases, in the event of the First Lien Step-In Scenario, Reorganized MACH Gen shall not be subject to any liability

(including, to the fullest extent possible under applicable law (including the Bankruptcy Code), or any responsibility for (a) any liability or other obligation of the Debtors or (b) any Claims against any MACH Gen Entity or any of its respective predecessors or Affiliates) by reason of the transfer of their assets, including the assumption of certain executory contracts and unexpired leases. To the extent any successor liability claim against Reorganized MACH Gen is property of the Debtors' Estates, the Debtors have agreed that any such Estate property interests are hereby extinguished and released.

24. **New First Lien Facilities, New Second Lien Facility, and New Intercreditor Agreement**. On the Effective Date, in the event the First Lien Step-In Scenario has not occurred, New MACH Gen and the other Reorganized MACH Gen Entities shall enter into the New First Lien Facilities, the New Second Lien Facility, and the new Intercreditor Agreement, which are hereby approved (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, obligations to be incurred, and fees to be paid by MACH Gen or Reorganized MACH Gen in connection therewith) and each Reorganized MACH Gen Entity other than Reorganized New Harquahala is authorized to execute and deliver those documents necessary or appropriate to obtain the New First Lien Facilities and New Second Lien Facility, including the New First Lien Facilities Documents, New Second Lien Facility Documents, and the New Intercreditor Agreement, and to grant all liens and security interests thereunder to the New First Lien Agent, the New First Lien Lenders, the New Second Lien Agent and the New Second Lien Facility Lenders in accordance with the terms of the New First Lien Facilities Documents and the New Second Lien Facility Documents without further notice to or order of the Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval, subject to such modifications as the Plan Proponents, Reorganized

MACH Gen, the Support Parties, and the New First Lien Agent or New Second Lien Agent, as applicable, may mutually agree to be necessary to consummate the New First Lien Facilities and New Second Lien Facility.

25. **Subordination of Certain Tax Allocation Claims**. On the Effective Date, (x) any Tax Allocation Claims against New Harquahala shall be deemed waived and discharged and shall get no distribution under the Plan, and (y) any Tax Allocation Claims against any MACH Gen Entity (other than New Harquahala) shall be reinstated against Reorganized MACH Gen and shall be junior, subordinated, and silent in respect of, and otherwise subject to the liens securing, among other things, the liabilities and obligations under (1) the DIP Orders (including any adequate protection obligations), the DIP Credit Agreement, and such additional documents, instruments and agreements, including any fee letters (collectively, the "DIP Loan Documents"), (2) the First Lien Credit Agreement and all other agreements, documents and instruments executed and/or delivered with, to or in favor of the First Lien Lenders, including, without limitation, all security agreements, notes, guarantees, mortgages, Uniform Commercial Code financing statements and all other related agreements, documents and instruments, including any fee letters, executed and/or delivered in connection therewith or related thereto (collectively, the "First Lien Financing Documents"), (3) the New First Lien Facilities, and (4) the New Second Lien Facility, and neither Talen LC Provider nor any affiliate thereof shall have any right to payment or enforcement of such Claim unless and until all liabilities and obligations under the DIP Orders and the other DIP Loan Documents (including any adequate protection obligations), the First Lien Financing Documents, and the New First Lien Facilities have been indefeasibly paid in full in cash; provided, that, in the event of a First Lien Step-In Scenario, any Tax

Allocation Claim against any MACH Gen Entity shall be deemed waived and discharged and shall get no distribution under the Plan.

26. Subject in all respects to the terms and conditions of the subordination agreement that is required to be entered into between and among MACH Gen, Talen LC Provider (together with any affiliates of Talen LC Provider necessary to give effect thereof) and the First Lien Lenders regarding the Tax Allocation Claims pursuant to Section X.B.12 of the Plan (in form and substance acceptable to the First Lien Lenders), if no First Lien Step-In Scenario occurs, then on and after the Effective Date, any Tax Allocation Claims shall be subject to the following provisions:

(a) For all purposes, the liabilities and obligations under the New First Lien Facilities Documents, the DIP Order (including any adequate protection obligations), the other DIP Loan Documents, and the First Lien Financing Documents, shall be senior in priority and right to payment to any Tax Allocation Claims.

(b) Any rights to payment on account of the Tax Allocation Claims are subordinated to the New First Lien Agent and New First Lien Lenders' right to payment in full in cash of the obligations under the New First Lien Facilities Documents, and to the DIP Agent's, DIP Lenders', First Lien Agent's, and First Lien Lenders' respective rights to payment in full in cash of the obligations under the DIP Orders (including any adequate protection obligations), the other DIP Loan Documents, and the First Lien Financing Documents, respectively. No legal or beneficial owner of a Tax Allocation Claim (a "Tax Allocation Claimant") shall accept or receive payments or other distributions on account of any Tax Allocation Claim (including, without limitation, under any plan of reorganization, plan of liquidation or otherwise, whether in cash or other property and whether received directly, indirectly or by set-off, counterclaim or

otherwise) from any of the Debtors prior to the date that all obligations and liabilities under and in respect of the New First Lien Facilities Documents, as well as all obligations and liabilities under the DIP Loan Documents (including any adequate protection obligations) and under the First Lien Financing Documents have been indefeasibly paid in full in cash and all commitments related to the New First Lien Facilities, the DIP Facility and the secured financing facility pursuant to and subject to the First Lien Credit Agreement (the "Prepetition First Lien Facility") have terminated (the "Satisfaction of the Senior Obligations").

(c) So long as the Satisfaction of Senior Obligations has not occurred, any payments or other distributions on account of a Tax Allocation Claim (whether or not expressly characterized as such) received by a Tax Allocation Claimant shall be segregated and held in trust and forthwith paid over to the New First Lien Agent (for the benefit of the New First Lien Lenders), or to the DIP Agent or the First Lien Agent for the benefit of the DIP Lenders and/or the First Lien Lenders, as applicable, in the same form as received, with any necessary endorsements or as a court of competent jurisdiction may otherwise direct.

(d) No Tax Allocation Claimant shall take any action or cause any action to be taken to recover in connection with the Tax Allocation Claims, or otherwise enforce or exercise remedies with respect to a Tax Allocation Claim prior to the Satisfaction of the Senior Obligations.

(e) No Tax Allocation Claimant shall take or cause to be taken any action the purpose or intent of which could directly or indirectly interfere, hinder or delay, in any manner, whether by judicial proceedings or otherwise, any action to enforce any obligations or liabilities under the New First Lien Facilities, or under the DIP Facility (including any adequate protection obligation) or Prepetition First Lien Facilities.

27. **Managers and Officers**. As of the Effective Date, the terms of the current members of the boards of directors or managers (as applicable) of MACH Gen shall expire, such directors shall be deemed to have resigned, and the initial boards of directors or managers (as applicable), including the New Boards identified in the Plan Supplement, and the officers of each of the Reorganized MACH Gen Entities shall be appointed in accordance with the respective New Organizational Documents. Each such director, manager, and officer shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents and other constituent documents of Reorganized MACH Gen or Reorganized New Harquahala, as applicable. Pursuant to section 1129(a)(5)(A)(ii) of the Bankruptcy Code, the Court approves as consistent with the interests of holders of Claims and Interests and with public policy the selection, election and/or continuance, as the case may be, of these individuals; provided that nothing set forth herein shall prevent any of the foregoing individuals from resigning or from being removed or replaced as director or manager without further order of the Court in accordance with the terms of Reorganized MACH Gen's or Reorganized New Harquahala's, as applicable, organizational documents. On or immediately prior to the Effective Date or as soon thereafter as is practicable, each of the Reorganized MACH Gen Entities will, to the extent such New Organizational Documents were included in the Plan Supplement, file its New Organizational Documents (if so required under applicable state law) with the applicable Secretaries of State and/or other applicable authorities in its respective state, province, or country of incorporation in accordance with the corporate laws of the respective state, province, or country of incorporation or formation.

28. **Compliance with Section 1123(a)(6) of Bankruptcy Code**. The Plan complies with section 1123(a)(6) of the Bankruptcy Code.

29. **Exemption from Securities Law**. Pursuant to section 1145 of the Bankruptcy Code, the offering, issuance, and distribution of the Interests in New MACH Gen, LLC, Reorganized MACH Gen, New Harquahala, and Reorganized New Harquahala, as applicable, as contemplated by the Plan shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable law requiring registration of the offering, issuance, distribution, or sale of securities. In addition, under section 1145 of the Bankruptcy Code, the Interests in Reorganized MACH Gen and/or New Harquahala will be freely tradable in the U.S. by the recipients thereof, subject to the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, and compliance with applicable securities laws and any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such securities or instruments and subject to any restrictions in the New Organizational Documents.

30. **Cancellation of Certain Securities**. Except as otherwise explicitly provided for in the Plan, on the Effective Date: (a) the obligations of MACH Gen under the DIP Credit Agreement and the First Lien Credit Agreement shall be cancelled as to MACH Gen, and Reorganized MACH Gen and Reorganized New Harquahala, as applicable, shall not have any continuing obligations thereunder (in the event the First Lien Step-In Scenario has not occurred, subject to the effectiveness of the New First Lien Facilities Documents, the New First Lien Facilities, the New Second Lien Facility Documents, and the New Second Lien Facility, and the satisfaction of all conditions precedent, including all conditions precedent regarding the perfection of liens and security interests, to the obligations of the New First Lien Lenders and New Second Lien Lenders to make extensions of credit thereunder), and any other certificate,

equity security, share, note, purchase right, option, warrant, or other instrument or document, directly or indirectly evidencing or creating any indebtedness or obligation of, or ownership interest in, MACH Gen giving rise to any Claim or Interest (except such certificates, notes, or other instruments or documents evidencing indebtedness or obligation of, or ownership interest in, MACH Gen that are reinstated pursuant to the Plan)); and (b) the obligations of MACH Gen pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws or certificate or articles of incorporation, or similar documents, governing the shares, certificates, notes, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of, or ownership interest in, MACH Gen (except such agreements, certificates, notes or other instruments evidencing indebtedness or obligation of or ownership interest in MACH Gen that are specifically reinstated pursuant to the Plan, including indemnification obligations assumed pursuant to the Plan) shall be released and discharged (subject, in the case of any obligations under the DIP Credit Documents and the First Lien Credit Documents and in the event the First Lien Step-In Scenario has not occurred, to the effectiveness of the New First Lien Facilities Documents, the New First Lien Facilities, the New Second Lien Facilities Documents, and the New Second Lien Facilities and satisfaction of all conditions precedent, including all conditions precedent regarding the perfection of liens and security interests, to the obligations of the New First Lien Lenders and the New Second Lien Lenders to make extensions of credit thereunder); provided, however, that notwithstanding Confirmation or Consummation, any such agreement that governs the rights of the holder of a Claim shall continue in effect solely for purposes of allowing holders to receive distributions under the Plan; provided, further, that the preceding proviso shall not affect the discharge of Claims or Interests

pursuant to the Bankruptcy Code this Confirmation Order, or the Plan, or result in any expense or liability to Reorganized MACH Gen or Reorganized New Harquahala.

31. **Release of Liens**. Except as otherwise expressly provided in the Plan, or in any contract, instrument, release, or other agreement or document created pursuant to the Plan (including, in the event the First Lien Step-In Scenario has not occurred, the New First Lien Facilities Documents and New Second Lien Facility Documents), on the Effective Date and concurrently with, and subject to, the applicable distributions made pursuant to the Plan (and, in the event the First Lien Step-In Scenario has not occurred, the effectiveness of the New First Lien Facilities Documents and New Second Lien Facility Documents), all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized MACH Gen Entities and each of their successors and assigns. For the avoidance of doubt, any release of a prepetition Lien pursuant to this paragraph shall be automatic, without any further action or filings on the part of MACH Gen, Reorganized MACH Gen, or Reorganized New Harquahala, as applicable; provided, however, that a certified copy of this Confirmation Order may be filed or recorded in addition to or in lieu of any document or instrument necessary to confirm any such release.

32. **General Settlement of Claims and Interests**. Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, on the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan. All distributions made to holders of

Allowed Claims in any Class and Interests in accordance with the Plan are intended to be, and shall be, final.

33. **Preservation of Causes of Action**. In accordance with section 1123(b) of the Bankruptcy Code, but subject in all respects to Article IX of the Plan, Reorganized MACH Gen or Reorganized New Harquahala, as applicable, shall retain, and may enforce, all rights to commence and pursue, as appropriate, any and all Preserved Causes of Action, whether arising before or after the Petition Date, including any actions specifically identified in the Plan Supplement, and Reorganized MACH Gen and Reorganized New Harquahala's rights to commence, prosecute, settle, or assert as a defense such Preserved Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. Reorganized MACH Gen and Reorganized New Harquahala may pursue such Preserved Causes of Action, as appropriate, in accordance with the best interests of Reorganized MACH Gen or Reorganized New Harquahala, as applicable. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Preserved Cause of Action against it as any indication that MACH Gen, Reorganized MACH Gen or Reorganized New Harquahala, as applicable, will not, or may not, pursue any and all available Preserved Causes of Action against it. MACH Gen, Reorganized MACH Gen, and Reorganized New Harquahala expressly reserve all rights to prosecute any and all Preserved Causes of Action against any Entity. Except to the extent that any Preserved Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or an order of the Court, Reorganized MACH Gen and Reorganized New Harquahala expressly reserve all Preserved Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or

otherwise), or laches shall apply to such Preserved Causes of Action upon, after, or as a consequence of, the Confirmation or Consummation.

34. **Assumption or Rejection of Contracts and Leases**. On the Effective Date, except as otherwise ordered by the Court, provided in the Plan, or identified in the Plan Supplement as being rejected, all Executory Contracts and Unexpired Leases of MACH Gen shall be deemed assumed in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, and such assumptions are hereby approved. Each Executory Contract and Unexpired Lease assumed pursuant to the Plan and this Confirmation Order, which has not been assigned to a third party prior to the Confirmation Date, shall revest in, and be fully enforceable by Reorganized MACH Gen or Reorganized New Harquahala, as applicable, in accordance with its terms, except as such terms are modified by the provisions of the Plan or otherwise ordered by the Court.

35. Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash by Reorganized MACH Gen on the Effective Date or in the ordinary course of business, subject to the limitation described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (a) the amount of any payments to cure such a default, (b) the ability of Reorganized MACH Gen, Reorganized New Harquahala, or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (c) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the

dispute and approving the assumption and shall not prevent or delay implementation of the Plan or the occurrence of the Effective Date.

36. The proposed cure amounts set forth in the Assumption Notice are approved as sufficient to permit the assumption of the applicable Executory Contract or Unexpired Lease under section 365 of the Bankruptcy Code. Notice of the proposed assumption and proposed cure amounts of Cure Claims were sent to applicable contract and lease counterparties, together with procedures for objecting thereto and resolution of disputes by the Court. Any counterparty to an Executory Contract or Unexpired Lease that failed to object timely to the proposed assumption or cure amount is deemed to have assented to such assumption or cure amount.

37. Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise, and payment of the applicable cure amount, shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. Any proof of claim filed with respect to an Executory Contract or Unexpired Lease that is assumed shall be deemed Disallowed, without further notice to or action, order or approval of the Court.

38. **Disputed Claims and Interests Process**. If a proof of claim or interest is timely filed, the Plan Proponents, Reorganized MACH Gen, or Reorganized New Harquahala, as applicable, may elect to object to such proof of claim or interest, and to have the validity or amount of any Claim or Interest adjudicated by the Court. Notwithstanding anything to the contrary in the Plan, (a) Reorganized MACH Gen and Reorganized New Harquahala, as applicable, shall retain all defenses to Claims and Interests under applicable law and (b) on the

Effective Date, any proof of claim or interest filed by an Entity whose Allowed Claim or Allowed Interest is otherwise addressed, resolved, paid, or satisfied by the Plan shall be automatically expunged without further notice to or action, order, or approval of the Court.

39. In the event the First Lien Step-In Scenario has not occurred, on or prior to the occurrence of the Effective Date, MACH Gen shall provide a schedule of all Disputed Claims and Disputed Interests and the maximum amount of such Disputed Claims and Disputed Interests to the First Lien Lenders. On the Effective Date, MACH Gen or Reorganized MACH Gen shall deposit Cash equal to the maximum aggregate amount of the identified Disputed Claims and Disputed Interests in an interest bearing account (the "**Disputed Claim Reserve**") pending determination of the relevant objection or request for estimation. Upon (i) the issuance of a Final Order or (ii) an agreement between MACH Gen and/or Reorganized MACH Gen (together with Reorganized New Harquahala, to the extent of any Claims against New Harquahala), as applicable, on the one hand, and the holder of such Disputed Claim or Disputed Interest, on the other, in either case determining the Allowed amount of the relevant Disputed Claim or Disputed Interests, MACH Gen or Reorganized MACH Gen shall make distributions to the holder of such Allowed Claim or Allowed Interest from the Disputed Claim Reserve in accordance with the provisions of the Plan. All other amounts deposited in the Disputed Claim Reserve on account of such Disputed Claim or Disputed Interest shall be returned to Reorganized MACH Gen immediately after the distributions on account of the relevant Disputed Claim or Disputed Interest. Reorganized MACH Gen shall promptly thereafter pay such returned amount to the New Second Lien Lenders and such payment shall be deemed to constitute a repayment of the New Second Lien Facility.

40. **Authorization to Consummate**. The Plan Proponents are authorized to consummate the Plan at any time after the entry of this Confirmation Order, subject to satisfaction or waiver (by the required parties) of the conditions precedent to the Effective Date set forth in Article X.B of the Plan.

41. **General Administrative Expenses**. Each holder of an Allowed General Administrative Expense, to the extent such Allowed General Administrative Expense has not already been paid during the Chapter 11 Cases and without any further action by such holder, shall receive in full satisfaction of its General Administrative Expense, Cash equal to the Allowed amount of such General Administrative Expense on the Effective Date (or, if payment is not then due, then in MACH Gen's ordinary course of business), unless otherwise agreed by (i) the holder of such General Administrative Expense, and (ii) MACH Gen or, solely in the case of a First Lien Step-In Scenario, Beal Bank USA; provided, that in the event that any such agreement with respect to the treatment of an Allowed General Administrative Expense would not be in accordance with the Approved Budget (as such term is defined in the DIP Credit Agreement or the New First Lien Credit Agreement, as applicable), then such treatment shall only be allowed if MACH Gen has provided written assurances to Beal Bank USA that are satisfactory, in Beal Bank USA's sole discretion, to establish that the amount and validity of the relevant Allowed General Administrative Expense is correct in accordance with applicable law.

42. **Professional Fees**. All final requests for payment of Professional Fees incurred prior to the Effective Date must be filed with the Court and served on the Plan Proponents no later than forty-five (45) days after the Effective Date, unless the Plan Proponents agree otherwise in writing. Objections to Professional Fees must be filed with the Court and served on Reorganized MACH Gen and the applicable Professional no later than seventy-five (75) days

after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and any prior orders of the Court in these chapter 11 cases, the Allowed amounts of such Professional Fees shall be determined by the Court and paid by Reorganized MACH Gen as set forth in the Plan. For the avoidance of doubt, the foregoing shall not affect any professional-service Entity that is permitted to receive, and that MACH Gen is permitted to pay without seeking further authority from the Bankruptcy Court, compensation for services and reimbursement of expenses in the ordinary course of MACH Gen's businesses (and in accordance with any relevant prior order of the Bankruptcy Court), which payments may continue notwithstanding the occurrence of Confirmation.

43. **Discharge**. Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, this Confirmation Order, or any contract, instrument, or other agreement or document created pursuant to the Plan (including, for the avoidance of doubt, the Plan Supplement, the New First Lien Facilities, and the New Second Lien Facility), the distributions, rights, and treatment that are provided in the Plan shall be in exchange for and in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by Reorganized MACH Gen and/or Reorganized New Harquahala, as applicable), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in MACH Gen or any of its assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose prior to the Effective Date, any contingent or non-contingent liability on account of representations or

warranties issued on or before the Effective Date, and all debts of the kind specified in section 502(g) or (i) of the Bankruptcy Code, in each case, whether or not a proof of claim or proof of interest was filed pursuant to section 501 of the Bankruptcy Code, the Claim or Interest is allowed under section 502 of the Bankruptcy Code, or any holder of a Claim or Interest has voted to accept or reject the Plan. This Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests as set forth above subject to the occurrence of the Effective Date.

44. Releases, Injunction, Exculpation, and Related Provisions under the Plan. **The releases, injunctions, exculpations, and related provisions set forth in Article IX of the Plan are hereby approved and authorized in their entirety. Such provisions are (a) integral parts of the Plan, (b) fair, equitable, and reasonable, (c) given for valuable consideration, and (d) are in the best interest of MACH Gen and all parties in interest, and such provisions are approved and shall be effective and binding on all Persons and Entities, to the extent provided in the Plan. As of the Effective Date, any and all Causes of Action, whether under the Bankruptcy Code or otherwise under applicable non-bankruptcy law, that may exist between MACH Gen and any Released Party shall be deemed settled, compromised, and released as set forth in the Plan. The Court hereby authorizes and approves the releases by all Entities of all such contractual, legal, and equitable subordination rights and Causes of Action that are satisfied, compromised, and settled pursuant to the Plan. Nothing in Article IX.A of the Plan shall compromise or settle, in any way whatsoever, any Causes of Action that MACH Gen, Reorganized MACH Gen or Reorganized New Harquahala, as applicable, may have against any Entity that is not a Released Party.**

45. **Reservation of Rights under Police and Regulatory Laws**. Notwithstanding anything to the contrary in this Confirmation Order or the Plan, the injunctions, releases, and discharges set forth in this Confirmation Order or the Plan shall not impair the rights, claims or causes of action of Governmental Units against the MACH Gen Entities, the Reorganized MACH Gen Entities, or Reorganized New Harquahala under police and regulatory laws and regulations promulgated thereunder.

46. **Compliance with Tax Requirements**. In connection with the Plan, to the extent applicable, Reorganized MACH Gen and Reorganized New Harquahala, as applicable, shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, Reorganized MACH Gen, Reorganized New Harquahala and the Disbursing Agent, as applicable, shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including withholding distributions pending receipt of information necessary to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate. Reorganized MACH Gen and Reorganized New Harquahala, as applicable, reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, liens, and encumbrances.

47. **Section 1146 Exemption**. Pursuant to section 1146 of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment, and upon entry of this

Confirmation Order, the appropriate state or local governmental officials or agents and any third party shall forgo the collection of any such tax, recordation fee, or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax recordation fee, or assessment.

48. **Documents, Mortgages, and Instruments**. Each federal, state, commonwealth, local, foreign, or other governmental agency is hereby authorized to accept any and all documents, mortgages, and instruments necessary or appropriate to effectuate, implement, or consummate the transactions contemplated by the Plan and this Confirmation Order.

49. **Reversal/Stay/Modification/Vacatur of Confirmation Order**. Except as otherwise provided in this Confirmation Order, if any or all of the provisions of this Confirmation Order are hereafter reversed, modified, vacated, or stayed by subsequent order of the Court, or any other court, such reversal, stay, modification, or vacatur shall not affect the validity or enforceability of any act obligation, indebtedness, liability, priority, or lien incurred or undertaken by the Plan Proponents, MACH Gen, Reorganized MACH Gen, or Reorganized New Harquahala, as applicable, prior to the effective date of any such reversal, stay, modification, or vacatur, including, without limitation, in the event the First Lien Step-In Scenario has not occurred, the validity of any obligation, indebtedness, or liability incurred by MACH Gen or Reorganized MACH Gen pursuant to the New First Lien Facilities Documents and the New Second Lien Facility Documents. Notwithstanding any such reversal, stay, modification, or vacatur of this Confirmation Order, any such act or obligation incurred or undertaken pursuant to, or in reliance on, this Confirmation Order prior to the effective date of such reversal, stay, modification, or vacatur shall be governed in all respects by the provisions of this Confirmation Order and the Plan or any amendments or modifications thereto.

50. **Continued Effect of Stays and Injunction Until Effective Date**. Unless otherwise provided in the Plan or in this Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and existing on the Confirmation Date (excluding any injunctions or stays contained in the Plan or this Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or this Confirmation Order shall remain in full force and effect in accordance with their terms.

51. **Retention of Jurisdiction**. The Court retains exclusive jurisdiction over the matters arising out of, or related to, these chapter 11 cases and the Plan as set forth in Article XII of the Plan.

52. **Nonseverability of Plan Provisions upon Confirmation**. Each term and provision of the Plan is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without consent of the Plan Proponents; and (c) nonseverable and mutually dependent.

53. **Modifications**. Except as otherwise specifically provided in the Plan, and subject to the terms of the Restructuring Support Agreement, the Plan Proponents reserve the right to modify the Plan in the manner provided for by section 1127 of the Bankruptcy Code, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code or as otherwise permitted by law without additional disclosure pursuant to section 1125 of the Bankruptcy Code. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan and the terms of the Restructuring Support Agreement, the Plan Proponents expressly reserves their respective rights to revoke, withdraw, alter, amend, or

modify the Plan with respect to such MACH Gen Entity, one or more times, after Confirmation, and to the extent necessary may initiate proceedings in the Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or this Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan and the Restructuring Support Agreement. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with Article XI of the Plan.

54. **Governing Law**. Unless federal law (including the Bankruptcy Code and Bankruptcy Rules) is applicable, and unless specifically stated otherwise, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan and any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); provided however that corporate or entity governance matters relating to MACH Gen, Reorganized MACH Gen, and Reorganized New Harquahala shall be governed by the laws of the state of incorporation or organization of the relevant MACH Gen Entity, Reorganized MACH Gen Entity or Reorganized New Haraquahala, as applicable.

55. **Applicable Non-Bankruptcy Law**. Pursuant to sections 1123(a) and 1142(a) of the Bankruptcy Code, the provisions of this Confirmation Order, the Plan, and related documents or any amendments or modifications thereto shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

56. **Governmental Approvals Not Required**. Except as otherwise stated in the Plan, this Confirmation Order shall constitute all approvals and consents required, if any, by the

laws, rules, or regulations of any state or other governmental authority with respect to the implementation or consummation of the Plan and Disclosure Statement, any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan and the Disclosure Statement.

57. **Filing and Recording**. This Confirmation Order is and shall be binding upon and shall govern the acts of all persons or entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgage, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required, by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any document or instrument.

58. **Notice of Confirmation Order**. In accordance with Bankruptcy Rules 2002 and 3020(c), MACH Gen shall serve notice of the entry of this Confirmation Order, substantially in the form attached hereto as **Exhibit B** to all parties who hold a Claim or Interest in these chapter 11 cases, including those parties who have requested service of papers under Bankruptcy Rule 2002 and the Office of the United States Trustee within ten (10) business days after entry of this Confirmation Order. MACH Gen shall also publish notice of Confirmation once in the national edition of [New York Times National Edition] or other nationally-circulated newspaper. Mailing and publication of the notice of Confirmation Order in the time and manner set forth in this paragraph shall be deemed good and sufficient notice of entry of this Confirmation Order and no further notice is necessary.

59. **Separate Confirmation Order**. This Confirmation Order shall be a separate Confirmation Order with respect to each of the Debtors and in each of the Debtor's separate Chapter 11 Case.

60. **Substantial Consummation**. On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127 of the Bankruptcy Code.

61. **Effect of Non-Occurrence of Effective Date**. If it is determined by the Plan Proponents that the Effective Date shall not and cannot occur or if the Restructuring Support Agreement is terminated in accordance with its terms, except as expressly provided in the Restructuring Support Agreement, the Plan shall be null and void in all respects, and nothing contained in the Plan or the Disclosure Statement shall: (a) constitute a waiver or release of any claims by the Plan Proponents, MACH Gen, any holders of Claims or Interests (including the Support Parties), any DIP Lender, or any other Entity; (b) prejudice in any manner the rights of the Plan Proponents, MACH Gen, any holders of Claims or Interests (including the Support Parties), any DIP Lender, or any other Entity or (c) constitute an admission, acknowledgment, offer, or undertaking by the Plan Proponents, MACH Gen, any holders of Claims or Interests (including the Support Parties), any DIP Lender, or any other Entity, in any respect. For the avoidance of doubt, except as provided in the Restructuring Support Agreement, nothing in the Plan shall be construed as requiring termination or avoidance of the Restructuring Support Agreement upon non-occurrence of the Effective Date (subject, in all respects, to any consent, termination, or other rights of the Support Parties under the Restructuring Support Agreement) or as otherwise preventing the Restructuring Support Agreement from being effective in accordance with its terms.

62. **References to Plan Provisions**. References to Articles of the Plan are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan except as specifically provided herein. The failure to specifically include or to refer to any particular article, section, or provision of the Plan or any related document in this Confirmation Order shall not diminish or impair the effectiveness of such article, section, or provision, it being the intent of the Bankruptcy Court that the Plan and any related documents be confirmed in their entirety.

63. **Immediately Effective Order.** Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 6006(d), and 7062 (and notwithstanding any other applicable provisions of the Bankruptcy Code or the Bankruptcy Rules to the contrary), this Confirmation Order shall be effective and enforceable immediately upon entry and any related stays are hereby waived.

64. **Headings**. Headings utilized herein are for convenience and reference only, and shall not constitute a part of the Plan or this Confirmation Order for any other purpose.

65. **Effect of Certain Conflicts**. If there is any inconsistency between the terms of the Plan or the Plan Supplement and the terms of this Confirmation Order, the terms of this Confirmation Order shall govern and control. Prior to the occurrence of the Effective Date and Consummation, in the event of any conflict between the terms of the DIP Orders and the terms of the Plan, the terms of the DIP Orders shall govern.

66. **No Waiver**. The failure to specifically include any particular provision of the Plan in this Confirmation Order will not diminish the effectiveness of such provision nor constitute a waiver thereof, it being the intent of the Court that the Plan is confirmed in its entirety and incorporated herein by this reference.

67. **Final Order**. This Confirmation Order is a Final Order.

Dated: [●], 2018
Wilmington, Delaware

THE HONORABLE [●]
UNITED STATES BANKRUPTCY JUDGE

Exhibit R
to the
Restructuring Support Agreement

FORM OF TRANSFEREE JOINDER

This joinder (this "Joinder") to the Restructuring Support Agreement (the "Agreement"), dated as of [●], 2018, by and among: (i) New MACH Gen, LLC (the "Company") and its subsidiaries MACH Gen GP, LLC, Millennium Power Partners, L.P., New Athens Generating Company, LLC, and New Harquahala Generating Company, LLC (such subsidiaries and the Company, each a "MACH Gen Entity," and collectively, the "MACH Gen Entities"), (ii) the Consenting Equity Holders and (iii) the Consenting Lenders, is executed and delivered by [_____] (the "Joining Party") as of [_____]. Each capitalized term used herein but not otherwise defined shall have the meaning ascribed to it in the Agreement.

1. Agreement to be Bound. The Joining Party hereby agrees to be bound by all of the terms of the Agreement, a copy of which is attached to this Joinder as Annex I (as the same has been or may be hereafter amended, amended and restated or otherwise modified from time to time in accordance with the provisions thereof). The Joining Party shall hereafter be deemed to be a Party for all purposes under the Agreement and one or more of the entities comprising the Restructuring Support Parties.

2. Representations and Warranties. The Joining Party hereby represents and warrants to each other Party to the Agreement that, as of the date hereof, such Joining Party (a) is the legal or beneficial holder of, and has all necessary authority (including authority to bind any other legal or beneficial holder) with respect to, the First Lien Claims and/or Equity Interests identified below its name on the signature page hereof, and (b) makes, as of the date hereof, the representations and warranties set forth in Section 21 of the Agreement to each other Party.

3. Governing Law. This Joinder shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to any conflicts of law provisions which would require the application of the law of any other jurisdiction.

4. Notice. All notices and other communications given or made pursuant to the Agreement shall be sent to:

To the Joining Party at:

[JOINING PARTY]
[ADDRESS]
Attn:
Facsimile: [FAX]
EMAIL:

IN WITNESS WHEREOF, the Joining Party has caused this Joinder to be executed as of the date first written above.

[JOINING PARTY]

By:
Name:

Title:

Holdings: $_____of Debt
Under the Prepetition First Lien Documents

Holdings: $_____of Equity
Interests in the Company

Acknowledgements:

By:
Name:
Title:

Annex I
to the
Form of Transferee Joinder

Exhibit S
to the
Restructuring Support Agreement

CLAIMS AND INTERESTS OF RESTRUCTURING SUPPORT PARTIES

Support Party	Claims
Beal Bank USA	• First Lien Revolver Claims against each MACH Gen Entity in aggregate principal amount of $132,953,263.52, plus any interest, fees, expenses, and other amounts due and owing in respect of the First Lien Revolver Claims pursuant to the First Lien Credit Agreement as of the Effective Date of the Plan; and • First Lien Term Loan Claims against each MACH Gen Entity in aggregate principal amount of $334,735,772.70 plus any interest, fees, expenses, and other amounts due and owing in respect of the First Lien Term Loan Claims pursuant to the First Lien Credit Agreement as of the Effective Date of the Plan.
Beal Bank, SSB	• First Lien Term Loan Claims against each MACH Gen Entity in aggregate principal amount of $130,379,062.36 plus any interest, fees, expenses, and other amounts due and owing in respect of the First Lien Term Loan Claims pursuant to the First Lien Credit Agreement as of the Effective Date of the Plan.
MACH Gen, LLC	• 100% of the Interests in New Mach Gen, LLC

Exhibit T
to the
Restructuring Support Agreement

BUDGET

New MACH Gen, LLC
Combined New MACH GEN 13W Cash Flow

File

USD 000s	Forecast Wk-1	Forecast Wk-2	Forecast Wk-3	Forecast Wk-4	Forecast Wk-5	Forecast Wk-6	Forecast Wk-7	Forecast Wk-8	Forecast Wk-9	Forecast Wk-10	Forecast Wk-11	Forecast Wk-12	Forecast Wk-13
Week Ending (Friday)-->	15-Jun	22-Jun	29-Jun	6-Jul	13-Jul	20-Jul	27-Jul	3-Aug	10-Aug	17-Aug	24-Aug	31-Aug	7-Sep
BEGINNING BOOK CASH	$ 1,091	$ 10,371	$ 3,244	$ 2,588	$ 8,088	$ 8,088	$ 6,823	$ 10,757	$ 7,052	$ 7,052	$ 2,034	$ 1,634	$ 6,300
Net Margin Receipts	0	-	7,086	-	-	(0)	8,460	(0)	-	(0)	-	12,461	-
Other Receipts	-	-	-	5,500	-	-	-	-	-	-	1,600	-	-
Net Receipts	0	-	7,086	5,500	-	(0)	8,460	(0)	-	(0)	1,600	12,461	-
Plant Workforce	(470)	-	(483)	-	-	(483)	-	(616)	-	(616)	-	(476)	-
Consumables, Parts, and Routine Maintenance	-	-	(175)	-	-	-	-	(544)	-	-	-	(545)	-
Utilities	-	-	(546)	-	-	-	-	(140)	-	-	-	(498)	-
Insurance	-	-	(349)	-	-	-	-	(239)	-	-	-	(239)	-
Property Taxes	-	(1,924)	(224)	-	-	-	-	(737)	-	-	-	(3,952)	-
Plant Operations	-	-	(938)	-	-	-	-	(758)	-	-	-	(681)	(0)
Ordinary Course Professionals	-	-	-	-	-	-	-	-	-	(122)	-	-	-
Total Operating Disbursements	(470)	(1,924)	(2,716)	-	-	(483)	-	(3,034)	-	(739)	-	(6,391)	(0)
LTSA	-	-	-	-	-	-	-	-	-	(3,052)	-	-	-
Maintenance Capital Expenditures	-	(5,203)	(4,984)	-	-	-	(4,526)	(660)	-	-	(2,000)	(1,404)	-
Growth Capital Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Capital Expenditures	-	(5,203)	(4,984)	-	-	-	(4,526)	(660)	-	(3,052)	(2,000)	(1,404)	-
Total Operating and Capital Disbursements	(470)	(7,127)	(7,699)	-	-	(483)	(4,526)	(3,693)	-	(3,790)	(2,000)	(7,794)	(0)
OPERATING CASH FLOW	(470)	(7,127)	(613)	5,500	-	(483)	3,934	(3,693)	-	(3,790)	(400)	4,666	(0)
Debtor Professional Fees	-	-	-	-	-	(346)	-	-	-	(881)	-	-	-
Lender Professional Fees	-	-	-	-	-	(173)	-	-	-	(347)	-	-	-
US Trustee Fees	-	-	-	-	-	(263)	-	-	-	-	-	-	-
Deposits	(250)	-	-	-	-	-	-	-	-	-	-	-	-
Total Restructuring-Related Disbursements	(250)	-	-	-	-	(781)	-	-	-	(1,228)	-	-	-
CASH INTEREST & OTHER FEES													
DIP Interest	-	-	(43)	-	-	-	-	-	-	-	-	-	-
Bank Fees	-	-	-	-	-	-	-	(11)	-	-	-	-	-
Total Interest & Bank Fees	-	-	(43)	-	-	-	-	(11)	-	-	-	-	-
TOTAL DISBURSEMENTS	(720)	(7,127)	(7,742)	-	-	(1,265)	(4,526)	(3,704)	-	(5,018)	(2,000)	(7,794)	(0)
NET CASH FLOW	(720)	(7,127)	(656)	5,500	-	(1,265)	3,934	(3,704)	-	(5,018)	(400)	4,666	(0)
DIP Activity	10,000	-	-	-	-	-	-	-	-	-	-	-	-
ENDING BOOK CASH	$ 10,371	$ 3,244	$ 2,588	$ 8,088	$ 8,088	$ 6,823	$ 10,757	$ 7,052	$ 7,052	$ 2,034	$ 1,634	$ 6,300	$ 6,300
Ending DIP Availability ($20m Faciltiy)	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
TOTAL LIQUIDITY	$ 20,371	$ 13,244	$ 12,588	$ 18,088	$ 18,088	$ 16,823	$ 20,757	$ 17,052	$ 17,052	$ 12,034	$ 11,634	$ 16,300	$ 16,300
Ending DIP Balance	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000

EXHIBIT C

Projections

I. Introduction

The Debtors believe that the Plan is feasible as required by section 1129(a)(11) of the Bankruptcy Code, because confirmation is not likely to be followed by liquidation or the need for further financial reorganization of the reorganized Debtors or any successor to the Debtors. For purposes of demonstrating feasibility of the Plan, the Debtors have prepared the forecasted, post-reorganized, consolidated balance sheet, income statement and statement of cash flows (the "**Financial Projections**") for the periods ending August 31, 2018 and December 31, 2018 through December 31, 2022 (the "**Projection Period**") for the Reorganized MACH Gen Entities (but not Reorganized New Harquahala). The Financial Projections were prepared based on a number of assumptions made by management as to the future performance of the reorganized Debtors, and reflect management's judgment and expectations regarding their future operations and financial position.

ALTHOUGH MANAGEMENT HAS PREPARED THE FINANCIAL PROJECTIONS IN GOOD FAITH AND BELIEVES THE ASSUMPTIONS TO BE REASONABLE, THE DEBTORS AND THE REORGANIZED DEBTORS CAN PROVIDE NO ASSURANCE THAT SUCH ASSUMPTIONS WILL BE REALIZED. AS DESCRIBED IN DETAIL IN THE DISCLOSURE STATEMENT, A VARIETY OF RISK FACTORS COULD AFFECT THE REORGANIZED DEBTORS' FINANCIAL RESULTS AND MUST BE CONSIDERED. ACCORDINGLY, ANY REVIEW OF THE FINANCIAL PROJECTIONS SHOULD TAKE INTO ACCOUNT THE RISK FACTORS SET FORTH IN THE DISCLOSURE STATEMENT AND THE ASSUMPTIONS DESCRIBED HEREIN, INCLUDING ALL RELEVANT QUALIFICATIONS AND FOOTNOTES.

The Financial Projections are subject to inherent risks and uncertainties, most of which are difficult to predict and many of which are beyond management's control. Although management believes these assumptions are reasonable under the circumstances, such assumptions are subject to significant uncertainties, including, but not limited to, (a) changes in demand for power in various end markets; (b) power, natural gas, capacity price, and other commodity pricing; (c) applicable laws and regulations; (d) interest rates and inflation; (e) business combinations among the Debtors' competitors, suppliers and customers; (f) availability and cost of fuel, chemicals and other raw materials; and (g) energy markets, capacity markets, rates, and other related factors affecting the Debtors' businesses. Additional information regarding these uncertainties are described in Section X of the Disclosure Statement. Should one or more of the risks or uncertainties referenced in the Disclosure Statement occur, or should underlying assumptions prove incorrect, actual results and plans could differ materially from those expressed in the Financial Projections. Further, new factors could cause actual results to differ materially from those described in the Financial Projections, and it is not possible to predict all such factors, or to the extent to which any such factor or combination of factors may cause actual results to differ from those contained in the Financial Projections. The Financial Projections herein are not, and must not be viewed as, a representation of fact, prediction or guaranty of the reorganized Debtors' future performance.

The Financial Projections have not been audited or reviewed by a registered independent accounting firm, and were not prepared with a view toward compliance with the guidelines of the

Securities and Exchange Commission, the American Institute of Certified Public Accountants, or the Financial Accounting Standards Board ("**FASB**"), particularly for reorganization accounting.

II. ACCOUNTING POLICIES

The Financial Projections have been prepared using accounting policies that are generally consistent with those applied in the Debtors' historical financial statements. The Financial Projections do not reflect the formal implementation of reorganization accounting pursuant to FASB Accounting Standards Codification Topic 852, *Reorganizations* ("**ASC 852**"). Overall, the implementation of ASC 852 is not anticipated to have a material impact on the underlying economics of the Plan.

III. GENERAL ASSUMPTIONS

a. Methodology

The Financial Projections incorporate assumptions related to certain economic and business conditions for the fiscal years ending 2018 through 2022. These assumptions are based on historic seasonality and industry experience, projected industry supply, demand, and capacity indicators, and estimated movements of specific markets. The Debtors engaged PA Consulting Group ("**PA**"), an industry-leading, independent energy markets consultancy firm, to assist in developing sales volumes and gross margin projections for each of the reorganized Debtors' plants. The development of the Financial Projections considered the Debtors' historical and recent operational performance, costs required to maintain strong availability, and PA's proprietary view regarding forecasted energy demand, electricity prices, natural gas prices, and capacity prices for the primary markets in which the Debtors participate. Market factors considered include, but are not limited to, load growth; reserve margins; generic unit statistics to determine additions and competitions; retirements; environmental regulations; capacity prices; fuel prices for coal, oil, and natural gas; environmental allowance prices; outages; transmission thermal transfer limits and interconnection locations.

b. Market Forecast

The Financial Projections were prepared using commodity prices, capacity factors, dispatch assumptions, fuel costs, among other assumptions, generated by PA for the plants and supplemented by management as deemed appropriate. PA developed the energy, capacity and ancillary services revenue projections for New York ISO ("**NYISO**") and ISO New England ("**ISO-NE**") markets.

Post-emergence, the Athens plant and the Millennium plant will continue to operate as merchant power plants in NYISO (Zone F) and ISO-NE, respectively, with revenues primarily driven by wholesale electricity and capacity market prices in the respective regions, and costs primarily driven by natural gas price prices, variable emissions, and variable operating and maintenance ("**O&M**") costs.

Select Key Forecast Detail					
Plant / Assumption	2018E	2019E	2020E	2021E	2022E
ATHENS					
Base Heat Rate (Btu/kWh)	7,044	7,061	7,062	7,055	7,058
Capacity Price ($/kW)	0.78	0.79	1.33	3.31	4.81
Base Realized Energy Price - All Hours ($/MWh)	37.54	36.89	38.51	44.07	46.21
Realized Fuel Price ($/MMbtu)	3.57	3.26	3.26	3.50	3.65
Realized Spark Spread ($/MWh)	12.38	13.89	15.47	19.40	20.45
MILLENNIUM					
Base Heat Rate (Btu/kWh)	7,106	7,098	7,098	7,108	7,106
Capacity Price ($/kW)	8.56	8.08	6.02	4.91	4.44
Base Realized Energy Price - All Hours ($/MWh)	40.70	41.83	40.43	44.66	45.58
Realized Fuel Price ($/MMbtu)	4.32	3.96	3.61	3.83	3.94
Realized Spark Spread ($/MWh)	10.01	13.72	14.83	17.46	17.57

c. Plan Consummation

The Financial Projections assume that the Plan will be consummated on or around August 31, 2018.

IV. REORGANIZED DEBTORS' PRO FORMA BALANCE SHEET FOR THE PERIODS ENDING AUGUST 31, 2018 THROUGH DECEMBER 31, 2022

The opening August 31, 2018 balance sheet was prepared utilizing the December 31, 2017 balance sheet and projected results of operations and cash flows over the projected period to the assumed Effective Date. Actual balances may vary from those reflected in the opening balance sheet due to variances in projections and potential changes in cash needed to consummate the Plan. The reorganized pro forma balance sheets for the periods contain certain pro forma adjustments as a result of consummation of the Plan. The reorganized pro forma balance sheets include the debt and other obligations of the reorganized Debtors that remain outstanding after the Effective Date that will be paid in the ordinary course of operations. The estimated pro forma adjustments regarding the equity value of the reorganized Debtors, its assets, or estimates of its liabilities as of the Effective Date will be based upon the fair value of its assets and liabilities as of that date, which could be materially different than the values assumed in the foregoing estimates[1].

($ in Thousands)

	8/31/2018	2018E	2019E	2020E	2021E	2022E
BALANCE SHEET						
Assets						
Current Assets						
Cash	$ 911	$ 670	$ 670	$ 30,301	$ 53,365	$ 98,786
Accounts Receivable	10,999	11,687	8,327	9,412	15,078	15,763
Other Current Assets	24,335	21,322	15,522	13,724	13,724	13,724
Total Current Assets	$ 36,244	$ 33,678	$ 24,519	$ 53,437	$ 82,167	$ 128,273
Property, Plant and Equipment, Net	631,962	629,453	623,970	617,645	626,230	625,689
Other Noncurrent Assets	0	0	0	0	0	0
Total Assets	**$ 668,207**	**$ 663,132**	**$ 648,489**	**$ 671,082**	**$ 708,397**	**$ 753,962**
Liabilities & Member's Equity						
Current Liabilities						
Accounts Payable	$ 6,017	$ 5,141	$ 5,283	$ 5,691	$ 5,383	$ 6,071
Other Current Liabilities	10,482	6,964	6,683	14,308	12,005	25,874
Total Current Liabilities	$ 16,499	$ 12,105	$ 11,966	$ 19,999	$ 17,388	$ 31,944
1L Revolver	-	900	4,520	-	-	-
1L Term B Loan	448,068	448,068	448,068	448,068	448,068	448,068
1L Term C Loan	53,792	60,680	67,352	82,827	99,570	80,015
2L Term Loan	25,000	26,001	29,206	32,779	36,753	41,183
Noncurrent Liabilities						
Intercompany Affiliate AP	30,417	30,417	30,417	30,417	30,417	30,417
Asset Retirement Obligations	476	476	476	476	476	476
Other Noncurrent Liabilities	815	815	815	815	815	815
Total Liabilities	**$ 575,067**	**$ 579,462**	**$ 592,820**	**$ 615,382**	**$ 633,487**	**$ 632,918**
Equity	93,140	83,670	55,668	55,700	74,910	121,043
Total Liabilities & Equity	**$ 668,207**	**$ 663,132**	**$ 648,489**	**$ 671,082**	**$ 708,397**	**$ 753,962**

[1] The pro forma balance sheet assumes a mid-point TEV of the reorganized Debtors of $620 million for purposes of determining the fair value of the assets on the Effective Date.

a. Capital Structure

The reorganized Debtors' estimated post-emergence capital structure is assumed to be effective beginning September 1, 2018 or shortly thereafter. The Financial Projections assume the following debt facilities will be in place at emergence:

- A $10.0 million revolving line of credit maturing 2023 ("**Revolving Credit Loan**"). The Revolving Credit Loan is assumed to be undrawn at the Effective Date. The Revolving Credit Loan accrues interest at LIBOR + 6.0%, with LIBOR + 2.5% being paid in cash and 3.5% accruing to the principal of the Term C Loan (described below). In addition, at the end of the third quarter of each year beginning in 2019, interest payments will include an additional true-up payment such that the realized effective rate since the last payment in full and the preceding true-up payment, as applicable, will have been L + 4.0% on a cash basis ("**True Up Payments**") [2]. The True Up Payments will reduce the principal balance of the Term C Loan.

- A $448.1 million first lien term loan maturing 2023 ("**Term B Loan**"). The Term B Loan accrues interest at LIBOR + 6.0%, with LIBOR + 2.5% being paid in cash and 3.5% accruing to the principal of the Term C Loan (described below). In addition, at the end of the third quarter of each year beginning in 2019, interest payments will include additional True Up Payments. The reorganized Debtors have a one-time option to pay 100% of a given quarter's total interest (on the Revolving Credit Loan and the Term B Loan) in kind, with the option available only when liquidity at any time during the next fiscal quarter would be $5.0 million or less without utilization of such option[3].

- A $53.8 million first lien term loan maturing 2023 ("**Term C Loan**"). The principal balance of the Term C Loan increases as paid in kind interest on the Revolving Credit Loan and the Term B Loan accrues, and decreases as True Up Payments are made (as discussed above). The Term C Loan accrues interest at LIBOR + 6.0%. All interest accrued on the Term C Loan is paid in kind and payable at maturity. The First Lien Lenders have the right to sweep cash in excess of a $30.0 million liquidity reserve once per year; the Financial Projections assume this is measured at the end of the first quarter. Cash sweep proceeds are first applied to the Term C Loan until the principal balance is reduced to $35.0 million, at which point, excess cash is swept to the Term B Loan.

- A $25.0 million second lien term loan maturing 2024 ("**Second Lien Term Loan**"). The Second Lien Term Loan accrues interest at LIBOR + 9.0%. All interest on the Second Lien Term Loan will be paid in kind and payable at maturity. There will be no scheduled amortization, and no payments on the Second Lien Term Loan can be made until all outstanding obligations under the Revolving Credit Loan, the Term B Loan and the Term C Loan have been repaid or satisfied.

- The reorganized Debtors will also be party to an LC Support Agreement, executed upon emergence. Talen Energy Supply, LLC ("**LC Provider**") will provide approximately $26.2

[2] The first True Up Payment made on September 30, 2019 will cover all interest payment dates beginning with and including December 31, 2017.

[3] The reorganized Debtors also have the option to pay interest in all cash in any given fiscal quarter (with any cash payment beyond that requiring offsetting future true up obligations).

million letters of credit for the account of the reorganized Debtors to the First Lien Lenders, which will be used to collateralize letters of credit issued by the First Lien Lenders pursuant to the Exit Credit Agreement. The reorganized Debtors will pay the LC Provider a letter of credit fee equal to LIBOR + 2.0% on the undrawn amount of the letter of credit, plus any additional fees, charges, etc. incurred by the LC Provider in providing the letter of credit. Additionally, the reorganized Debtors will pay the LC Provider interest equal to LIBOR + 2.0% on the drawn amount of the letter of credit. The reorganized Debtors are required to reimburse the LC Provider for all amounts drawn under the letter of credit. The Financial Projections assume no draws on the letter of credit over the Projection Period.

V. REORGANIZED DEBTORS' PRO FORMA INCOME STATEMENT FOR THE PERIODS ENDING DECEMBER 31, 2018 THROUGH DECEMBER 31, 2022

As discussed above, the market forecast and variable O&M costs were projected for the plants based on PA's market dispatch simulations, factoring each plants' characteristics, expected availability, starts and major maintenance schedules. These inputs were supplemented as deemed appropriate by management. Additionally, management developed certain assumptions on fixed transportation and fixed O&M. These assumptions are more fully described below.

($ in Thousands)

	Partial 2018	2019E	2020E	2021E	2022E
INCOME STATEMENT					
Total Energy Revenue	$ 52,704	$ 182,961	$ 231,093	$ 255,199	$ 275,356
(−) Fuel Cost	(34,520)	(116,867)	(140,808)	(145,842)	(157,964)
(−) Consumables VOM	(519)	(1,708)	(2,161)	(2,157)	(2,284)
(−) Emissions	(3,012)	(10,819)	(14,757)	(22,699)	(25,190)
Energy Gross Margin	$ 14,653	$ 53,567	$ 73,367	$ 84,501	$ 89,917
(−) Gas Transportation Expense	$ (1,500)	$ (4,500)	$ (4,500)	$ (4,500)	$ (4,500)
(−) Other Fixed Expense	(644)	(1,932)	(1,932)	(1,932)	(1,932)
(−) Ancillary Expenses	(584)	(1,752)	(1,752)	(1,752)	(1,752)
Adjusted Energy Gross Margin	$ 11,925	$ 45,383	$ 65,183	$ 76,317	$ 81,733
Capacity Revenue	$ 15,547	$ 41,255	$ 39,448	$ 58,061	$ 73,614
(−) Performance Bonus/(Penalty)	-	-	-	-	-
Net Capacity Revenue	$ 15,547	$ 41,255	$ 39,448	$ 58,061	$ 73,614
Ancillary Revenue	1,455	4,819	5,038	5,814	6,257
Total Gross Margin	**$ 28,927**	**$ 91,457**	**$ 109,670**	**$ 140,192**	**$ 161,605**
(−) Plant Opex	(9,558)	(26,263)	(26,723)	(26,401)	(25,708)
Adjusted EBITDA	**$ 19,369**	**$ 65,194**	**$ 82,946**	**$ 113,792**	**$ 135,897**
Reconciliation to Net Income					
Adjusted EBITDA	$ 19,369	$ 65,194	$ 82,946	$ 113,792	$ 135,897
(−) Major Maintenance	(2,945)	(16,236)	(4,934)	(13,786)	(8,338)
(−) Depreciation & Amortization	(8,493)	(26,186)	(26,684)	(28,283)	(29,680)
EBIT	$ 7,931	$ 22,772	$ 51,329	$ 71,723	$ 97,879
(−) Interest Expense, Net	(16,789)	(50,773)	(51,297)	(52,513)	(51,746)
EBT	$ (8,858)	$ (28,001)	$ 32	$ 19,210	$ 46,133
(−) Income Tax	-	-	-	-	-
Net Income	**$ (8,858)**	**$ (28,001)**	**$ 32**	**$ 19,210**	**$ 46,133**

a. Energy Gross Margin

Energy gross margin is equivalent to market energy revenues less fuel and VOM costs, and represents the gross margin earned by the reorganized Debtors from dispatching its plants and selling its electric generation output into the wholesale NYISO and ISO-NE energy markets. Market energy revenue, fuel and VOM costs are based on PA's market dispatch simulations and commodity price assumptions, management's experience operating each of the plants, and operating parameters and attributes of each plant. Energy gross margin also incorporates expenses associated with natural gas fuel transportation contracts and water supply expenses. Neither market energy revenues nor fuel costs assume any physical or financial hedging agreements.

b. Market Capacity and Ancillary Revenue

Market capacity revenues are projected based on PA's assumptions on reserve margins for NY-ISO and ISO-NE, supplemented by management as deemed appropriate. Reserve margins factor announced plant retirements, imports of generation from other regions, and announced and expected new generation construction. Due to ISO-NE's forward capacity market construct, ISO-NE capacity prices and the amount of capacity cleared by the Millennium plant is generally known through 2022.

Ancillary revenues are projected based on PA's assumptions and management's experience operating the plants. Such revenues represent the revenues earned by the reorganized Debtors for services which support the flow of electricity and the reliability of the NY-ISO and ISO-NE energy markets.

c. Fixed O&M

Fixed O&M costs incurred at the plants relate to site labor, insurance, property taxes and payments in lieu of property tax (PILOT), routine maintenance, and other professional services. Such expenses were forecasted by management based on the historical expenses incurred at the plants and any known obligations at the time of the filing of the Disclosure Statement.

d. Major Maintenance and Capital Expenditures

Major maintenance and capital expenditures for the plants are projected by management based on individual maintenance schedules and cost assumptions, and projected capacity factors and generation volumes, as well as the terms of long-term parts and service agreements with Siemens Corporation.

e. Taxes

The Financial Projections assume the reorganized Debtors will not be required to pay cash income tax during the Projection Period.

VI. REORGANIZED DEBTORS' PRO FORMA STATEMENT OF CASH FLOWS FOR THE PERIODS ENDING DECEMBER 31, 2018 THROUGH DECEMBER 31, 2022

($ in Thousands)

	Partial 2018	2019E	2020E	2021E	2022E
STATEMENT OF CASH FLOWS					
Cash Flow from Operations					
Net Income	$ (8,858)	$ (28,001)	$ 32	$ 19,210	$ 46,133
Depreciation & Amortization	8,493	26,186	26,684	28,283	29,680
(Inc.)/Dec. in Working Capital	(2,069)	9,020	8,747	(8,278)	13,871
Other Operating Cash Adjustments	(612)	-	-	-	-
Non-Cash Interest	7,888	24,696	25,785	27,419	26,975
Net Cash Flows Provided/(Used) from Operations	**$ 4,842**	**$ 31,900**	**$ 61,248**	**$ 66,635**	**$ 116,659**
Cash Flow from Investing Activities					
Capex	$ (5,984)	$ (20,703)	$ (20,359)	$ (36,868)	$ (29,138)
Net Cash Flows Provided/(Used) from Investing Activities	**$ (5,984)**	**$ (20,703)**	**$ (20,359)**	**$ (36,868)**	**$ (29,138)**
Cash Flow from Financing Activities					
Issuance / (Repayment) of Debt	$ 900	$ (11,198)	$ (11,257)	$ (6,702)	$ (42,100)
Net Cash Flows Provided/(Used) from Financing Activities	**$ 900**	**$ (11,198)**	**$ (11,257)**	**$ (6,702)**	**$ (42,100)**
Increase (Decrease) in Cash and Cash Equivalents	$ (241)	$ -	$ 29,631	$ 23,064	$ 45,421
Cash and Cash Equivalents, Beginning of Period	911	670	670	30,301	53,365
Cash and Cash Equivalents, End of Period	**$ 670**	**$ 670**	**$ 30,301**	**$ 53,365**	**$ 98,786**

EXHIBIT D

Liquidation Analysis

1) Introduction

Often called the "best interests" test, section 1129(a)(7) of the Bankruptcy Code requires that the Bankruptcy Court find, as a condition to confirmation of the Plan, that each Holder of a Claim or Interest in each Impaired Class: (i) has accepted the Plan; or (ii) will receive or retain under the Plan property of a value, as of the Effective Date, that is not less than the amount that such Person would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. In order to make these findings, the Bankruptcy Court must: (1) estimate the cash proceeds (the "**Liquidation Proceeds**") that a chapter 7 trustee (a "**Trustee**") would generate if each Debtor's chapter 11 case were converted to a chapter 7 case on the Effective Date and the assets of such Debtor's Estate were liquidated; (2) determine the distribution (the "**Liquidation Distribution**") that each Holder of a Claim or Interest would receive from the Liquidation Proceeds under the priority scheme set forth in chapter 7; and (3) compare each Holder's Liquidation Distribution to the distribution under the Plan ("**Plan Distribution**") that such Holder would receive if the Plan were confirmed and consummated. Accordingly, asset values discussed herein may be different than amounts referred to in the Plan and elsewhere in the Disclosure Statement. This analysis (the "**Liquidation Analysis**") is based on certain assumptions discussed herein and in the Disclosure Statement.

NEITHER THE DEBTORS NOR THEIR ADVISORS MAKE ANY REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS WOULD OR WOULD NOT APPROXIMATE THE ESTIMATES AND ASSUMPTIONS REFLECTED IN THE LIQUIDATION ANALYSIS. ACTUAL RESULTS COULD VARY MATERIALLY. THE RECOVERIES SHOWN DO NOT CONTEMPLATE A SALE OR SALES OF THE DEBTORS' ASSETS ON A GOING CONCERN BASIS. WHILE THE DEBTORS MAKE NO ASSURANCES, IT IS POSSIBLE THAT PROCEEDS RECEIVED FROM SUCH GOING CONCERN SALE(S) WOULD BE MORE THAN IN THE HYPOTHETICAL LIQUIDATION, THE COSTS ASSOCIATED WITH THE SALE(S) WOULD BE LESS, FEWER CLAIMS WOULD BE ASSERTED AGAINST THE BANKRUPTCY ESTATES AND/OR CERTAIN ORDINARY COURSE CLAIMS WOULD BE ASSUMED BY THE BUYER(S).

NOTHING CONTAINED IN THE LIQUIDATION ANALYSIS IS INTENDED TO BE OR CONSTITUTES A CONCESSION OR ADMISSION BY THE DEBTORS. THE ACTUAL AMOUNT OF ALLOWED CLAIMS IN THE CHAPTER 11 CASES COULD MATERIALLY DIFFER FROM THE ESTIMATED AMOUNTS SET FORTH IN THE LIQUIDATION ANALYSIS.

THE DEBTORS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF THE ESTIMATES AND ASSUMPTIONS CONTAINED HEREIN, OR A TRUSTEE'S ABILITY TO ACHIEVE FORECASTED RESULTS. IF THESE CHAPTER 11 CASES ARE CONVERTED TO A CHAPTER 7 LIQUIDATION, ACTUAL RESULTS COULD VARY MATERIALLY FROM THE ESTIMATES AND PROJECTIONS SET FORTH IN THIS LIQUIDATION ANALYSIS.

The determination of the costs of, and proceeds from, the hypothetical liquidation of the Debtors' assets in a chapter 7 case is an uncertain process involving the extensive use of significant estimates and assumptions that, although considered reasonable by the Debtors based on their business judgment and input from their advisors, are inherently subject to significant business, economic, and competitive uncertainties and contingencies beyond the control of the Debtors, their

management and their advisors. Inevitably, some assumptions in the Liquidation Analysis would likely not materialize in an actual chapter 7 liquidation, and unanticipated events and circumstances could materially affect the ultimate results in a chapter 7 liquidation. The Liquidation Analysis was prepared for the sole purpose of generating a reasonable good faith estimate of the proceeds that would be generated if the Debtors' assets were liquidated in accordance with chapter 7 of the Bankruptcy Code. The Liquidation Analysis is not intended and should not be used for any other purpose. The underlying financial information in the Liquidation Analysis was not compiled or examined by independent accountants and was not prepared to comply with GAAP or SEC reporting requirements; however, the financial information was prepared using policies that are generally consistent with those applied in historical financial statements.

In preparing the Liquidation Analysis, the Debtors estimated Allowed Claims based on a review of the Debtors' unaudited financial statements to account for estimated liabilities, as necessary. In addition, the Liquidation Analysis includes estimates for Claims not currently asserted in the chapter 11 cases, but which could be asserted and Allowed in a chapter 7 liquidation, including unpaid chapter 11 Administrative Expense Claims, and chapter 7 Administrative Expense Claims, such as wind down costs and trustee fees. The Debtors' estimates of Allowed Claims set forth in the Liquidation Analysis should not be relied on for any other purpose, including for determining the value of any distribution to be made on account of Allowed Claims and Interests under the Plan.

2) Basis of Presentation

The Liquidation Analysis has been prepared assuming that the Debtors' chapter 7 liquidation commences on or about August 31, 2018 (the "**Liquidation Date**"). The pro forma values referenced herein are projected as of August 31, 2018, utilizing the March 31, 2018 balance sheet and projected results of operations and cash flow over the projection period to the assumed Liquidation Date, which the Debtors assume to be a reasonable proxy for the anticipated Effective Date. The Liquidation Analysis was prepared on a legal entity basis, and summarized into a consolidated report.

The Liquidation Analysis represents an estimate of recovery values and percentages based on a hypothetical liquidation if the Trustee were appointed by the Bankruptcy Court to convert assets into cash. The determination of the hypothetical Liquidation Proceeds from the liquidation of assets is a highly uncertain process involving the extensive use of estimates and assumptions which, although considered reasonable by management and their advisors, are inherently subject to significant business, economic and competitive uncertainties and contingencies beyond the control of the Debtors and their management. This Liquidation Analysis should be read in conjunction with the assumptions, qualifications, and explanations set forth in the Disclosure Statement and the Plan in their entirety, as well as the notes and assumptions set forth below.

The cessation of business in a liquidation is likely to trigger certain Claims and funding requirements that otherwise would not exist under the Plan absent a liquidation. Some of these Claims and funding obligations could be significant and will be entitled to administrative or priority status in payment from liquidation proceeds.

No recovery or related litigation costs have been attributed to any potential avoidance actions under the Bankruptcy Code, including potential preferences or fraudulent transfer actions due to, among other issues, the cost of such litigation, the uncertainty of the outcome, and anticipated disputes regarding these matters.

The Debtors have assumed that their liquidation would occur over an approximate nine-month period to efficiently and effectively monetize substantially all the Debtors' assets on the consolidated balance sheet and administer and wind-down the Estates. While the Liquidation Analysis assumes liquidation over a nine-month period, it is possible that the disposition and recovery from certain assets could take shorter or longer to realize. The potential impact of litigation and actions by creditors could increase the amount of time required to realize recoveries assumed in this analysis. Additionally, the Trustee may not be able to obtain the regulatory approval to operate the Debtors' power generating assets for the period of time necessary to find a buyer, which would likely decrease potential sale proceeds. Such events could also add costs to the liquidation in the form of higher legal and other professional fees to resolve these potential events.

Fee claims, trustee fees, administrative expense claims, and other such claims that may arise in a liquidation scenario would have to be paid in full from the liquidation proceeds prior to proceeds being made available for distribution to Holders of General Unsecured Claims. Under the "absolute priority rule," no junior creditor may receive any distributions until all senior creditors are paid in full, and no equity Holder may receive any distribution until all creditors are paid in full. The assumed distributions to creditors as reflected in the Liquidation Analysis are estimated in accordance with the absolute priority rule.

The Liquidation Analysis does not include estimates for the tax consequences, both federal and state, that may be triggered upon the liquidation and sale of assets in the manner described above. Such tax consequences could be material.

3) Liquidation Process

The Debtors' liquidation would be conducted in a chapter 7 environment with the Trustee managing the bankruptcy Estate to maximize recovery in an efficient and expedited process. The Trustee's initial step would be to develop a liquidation plan to generate proceeds from the sale of the Debtors' assets for distribution to creditors. The three major components of the liquidation are as follows:

a) generation of cash proceeds from asset sales;

b) costs to liquidate the business and administer the estate under chapter 7 (Liquidation Adjustments); and

c) distribution of net proceeds to claimants.

It is assumed the appointed Trustee will retain lawyers, financial advisors, and investment bankers to assist in the liquidation. This Liquidation Analysis further assumes the assets are marketed on an accelerated timeline and the sale transactions are consummated within nine months from the Liquidation Date. Asset values in the liquidation process are assumed to be driven by, among other

things: (1) the accelerated time frame in which the assets are marketed and sold; (2) negative vendor reaction; and (3) the general forced nature of the sale.

a) Generation of Cash Proceeds from Asset Sales

The Liquidation Analysis process begins by determining the amount of proceeds that would be generated from a hypothetical chapter 7 liquidation. The Trustee would be required to:

- sell or otherwise monetize the assets owned by the Debtors to a single, or multiple, buyers, which may occur pursuant to sales of asset groups or on a piecemeal basis; and

- determine the amount of net proceeds generated during the period from conversion to sale closing (post-conversion cash flows).

b) Costs to Liquidate the Business and Administer the Estate Under Chapter 7 (Liquidation Adjustments)

The gross amount of cash proceeds from asset sales would be adjusted by the following cash sources and uses:

- Post-conversion cash flows;

- Trustee, professional, and other administrative fees; and

- Purchase price adjustments relating to the sale / monetization of the assets.

c) Distribution of Net Proceeds to Claimants

The Trustee would be required to reconcile each Class of Claims asserted against the Estate to determine the amount of Allowed Claims per Class. Any available net proceeds would be allocated to Holders of Claims in accordance with the absolute priority rule and pursuant to section 726 of the Bankruptcy Code:

- Superpriority Carve-Out Claims – Claims attributed to accrued and unpaid fees for the U.S. Trustee and Clerk of the Bankruptcy Court, and certain Professionals (as defined in the Final DIP Order);

- Superpriority DIP Claims – Claims attributed to the DIP Credit Agreement, including accrued and unpaid principal and interest as of the Liquidation Date;

- Superpriority First Lien Adequate Protection Claims – Claims attributed to the diminution in the value of collateral of the First Lien Lenders (as defined in the Final DIP Order);

- Priority Non-Tax Claims – there are no assumed Priority Non-Tax Claims;

- Other Secured Claims – there are no assumed Other Secured Claims;

- First Lien Revolver Claims – Claims arising under the Prepetition First Lien Credit Facility for revolving loans made to, and letters of credit for the account of, the Debtors;

- First Lien Term Loan Claims – Claims arising under the Prepetition First Lien Credit Facility for credit extended under the Term B loan facility (paid pari passu with the First Lien Revolver Claims);

- Chapter 11 Administrative Expense & Priority Claims – Claims attributed to post-petition accounts payable and accrued expenses;

- General Unsecured Claims – Claims arising from the First Lien Lenders' deficiency on the First Lien Claims, amounts owed by the Debtors to non-debtor affiliates, and trade and contract claims (if any);

- Intercompany Claims – Claims arising from amounts owed by and between the Debtors; and

- Interests – equity interests in the consolidated Debtors.

4) Conclusion

The Debtors have determined, as summarized in the following analysis, on the Effective Date, the Plan will provide all Holders of Allowed Claims and Interests with a recovery that is not less than what they would otherwise receive pursuant to a liquidation of the Debtors' assets under chapter 7 of the Bankruptcy Code, and as such, believe that the Plan satisfies the requirement of 1129(a)(7) of the Bankruptcy Code.

Liquidation Analysis: New MACH Gen, LLC and Subsidiaries
Summary Recovery Table

($ in 000s)

	Recovery Estimate ($)		
	Low	**Midpoint**	**High**
Gross Liquidation Proceeds	330,440	427,507	524,575
Less: Liquidation Adjustments	(24,133)	(26,947)	(29,276)
Net Liquidation Proceeds Available for Distribution	**306,306**	**400,560**	**495,299**

		Recovery Estimate		
	Claim ($)	**Low**	**Midpoint**	**High**
Superpriority Carve-Out Claims	1,522	100%	100%	100%
Superpriority DIP Claims	10,000	100%	100%	100%
Superpriority First Lien Adequate Protection Claims	-	0%	0%	0%
Class 1 Priority Non-Tax Claims	-	0%	0%	0%
Class 2 Other Secured Claims	-	0%	0%	0%
Class 3A First Lien Revolver Claims	167,131	45%	60%	74%
Class 3B First Lien Term Loan Claims	486,680	45%	60%	74%
Chapter 11 Administrative Expense & Priority Claims	6,519	0%	0%	0%
Class 4 General Unsecured Claims	295,206	0%	0%	0%
Class 5 Intercompany Claims	64,435	0%	0%	0%
Class 6 Interests	1,927,589	0%	0%	0%

The Liquidation Analysis should be reviewed with the accompanying "Specific Notes to the Liquidation Analysis" set forth on the following pages. The following tables reflect the rollup of the deconsolidated liquidation analyses for the Debtors.

Liquidation Analysis: New MACH Gen, LLC and Subsidiaries
New MACH Gen, LLC and Subsidiaries

($ in 000s)		New MACH Gen, LLC and Subsidiaries			Potential Recovery					
					Recovery Estimate (%)			Recovery Estimate ($)		
Assets	**Notes**	**3/31/2018 Net Book Value**	**Adjustments / Setoffs**	**8/31/2018 Pro Forma Value**	**Low**	**Midpoint**	**High**	**Low**	**Midpoint**	**High**
Gross Liquidation Proceeds:										
Current Assets										
Cash and Cash Equivalents	[A]	335	-	335	100%	100%	100%	335	335	335
Restricted Cash and Cash Equivalents	[A]	11,207	-	13,155	100%	100%	100%	13,155	13,155	13,155
Revenue Accounts Receivable	[B]	5,867	465	12,231	80%	90%	100%	9,785	11,008	12,231
Intercompany Accounts Receivable	[B]	(30,434)	94,869	64,435	0%	0%	0%	-	-	-
Materials and Supplies	[C]	10,891	-	10,891	20%	30%	40%	2,178	3,267	4,356
Emissions	[D]	39	-	39	80%	90%	100%	31	35	39
Prepaid Expenses	[E]	4,204	-	5,821	70%	80%	90%	4,075	4,657	5,239
Total Current Assets		2,110	95,333	106,907	28%	30%	33%	29,559	32,457	35,355
Property Plant & Equipment, Net										
Generation		482,794								
Other		1,532								
Less Accum Depr - Non Regulated PPE		(22,964)								
Property Plant & Equipment, Net		461,362								
Construction Work in Progress		39,337								
Total Property Plant & Equipment, Net	[F]	500,699	-	492,968	61%	80%	99%	300,881	395,050	489,220
Other Assets										
Equity Method Investments		796,935	-	796,935	0%	0%	0%	-	-	-
Other Investments		-	-	-	0%	0%	0%	-	-	-
Total Other Assets		796,935	-	796,935	0%	0%	0%	-	-	-
Total Assets		**1,299,744**	**95,333**	**1,396,810**	**24%**	**31%**	**38%**	**330,440**	**427,507**	**524,575**
						Rates				
Less: Liquidation Adjustments					**Low**	**Midpoint**	**High**			
Post-Conversion Cash Flow (9 months)	[G]				NA	NA	NA	654	654	654
Chapter 7 Professional Fees	[H]				1.00%	0.75%	0.50%	(3,304)	(3,206)	(2,623)
Chapter 11 Professionals' Carve-Out Cap	[H]				NA	NA	NA	(1,000)	(1,000)	(1,000)
Ch. 7 Trustee Fees	[I]				3.00%	3.00%	3.00%	(9,793)	(12,705)	(15,617)
Plant Purchase Price Adjustments	[J]				NA	NA	NA	(10,690)	(10,690)	(10,690)
Total Liquidation Adjustments								(24,133)	(26,947)	(29,276)
Net Liquidation Proceeds Available for Distribution								**306,306**	**400,560**	**495,299**

Summary of Hypothetical Chapter 7 Waterfall Scenario

($ in 000s)		Claims			% Recovery			$ Recovery		
		Low	**Midpoint**	**High**	**Low**	**Midpoint**	**High**	**Low**	**Midpoint**	**High**
Net Liquidation Proceeds Available for Distribution								306,306	400,560	495,299
Proceeds Encumbered by Secured Claims	[K]							306,306	400,560	495,299
Proceeds Unencumbered by Secured Claims	[L]							-	-	-
Less: Superpriority Carve-Out Claims	[M]	1,522	1,522	1,522	100%	100%	100%	1,522	1,522	1,522
Remaining Amount Available for Distribution								304,784	399,038	493,777
Less: Superpriority DIP Claims	[N]	10,000	10,000	10,000	100%	100%	100%	10,000	10,000	10,000
Remaining Amount Available for Distribution								294,784	389,038	483,777
Less: Superpriority First Lien Adequate Protection Claims	[O]	-	-	-	0%	0%	0%	-	-	-
Remaining Amount Available for Distribution								294,784	389,038	483,777
		-	-	-						
Less: Class 1 Priority Non-Tax Claims	[P]	-	-	-	0%	0%	0%	-	-	-
Remaining Amount Available for Distribution								294,784	389,038	483,777
		-	-	-						
Less: Class 2 Other Secured Claims	[Q]	-	-	-	0%	0%	0%	-	-	-
Remaining Amount Available for Distribution								294,784	389,038	483,777
Principal		132,051	132,051	132,051	45%	60%	74%	59,538	78,575	97,709
LCs		26,772	26,772	26,772	45%	60%	74%	12,071	15,930	19,809
Interest and Fees		8,307	8,307	8,307	45%	60%	74%	3,746	4,943	6,147
Less: Class 3A First Lien Revolver Claims	[R]	167,131	167,131	167,131	45%	60%	74%	75,354	99,448	123,666
								219,430	289,590	360,111
Principal		462,489	462,489	462,489	45%	60%	74%	208,523	275,195	342,211
Interest and Fees		24,191	24,191	24,191	45%	60%	74%	10,907	14,394	17,900
Less: Class 3B First Lien Term Loan Claims	[R]	486,680	486,680	486,680	45%	60%	74%	219,430	289,590	360,111
Remaining Amount Available for Distribution								-	-	-
Total Class 3 Claims	[R]	653,810	653,810	653,810	45%	60%	74%	294,784	389,038	483,777
Post-petition AP and Accrued Expenses		6,519	6,519	6,519	0%	0%	0%	-	-	-
Less: Chapter 11 Administrative Expense & Priority Claims	[S]	6,519	6,519	6,519	0%	0%	0%	-	-	-
Remaining Amount Available for Distribution								-	-	-
First Lien Revolver / Term Loan Deficiency		359,026	264,772	170,033	0%	0%	0%	-	-	-
Amounts Owed to Non-Debtor Affiliates		30,434	30,434	30,434	0%	0%	0%	-	-	-
Less: Class 4 General Unsecured Claims	[T]	389,460	295,206	200,467	0%	0%	0%	-	-	-
Remaining Amount Available for Distribution								-	-	-
Less: Class 5 Intercompany Claims	[U]	64,435	64,435	64,435	0%	0%	0%	-	-	-
Remaining Amount Available for Distribution								-	-	-
Additional Paid-in-Capital		1,927,589	1,927,589	1,927,589	0%	0%	0%			
Less: Class 6 Interests	[V]	1,927,589	1,927,589	1,927,589	0%	0%	0%	-	-	-
Remaining Amount Available for Distribution								-	-	-

Specific Notes to the Liquidation Analysis

Gross Liquidation Proceeds

A. Cash and Restricted Cash and Cash Equivalents

Cash and restricted cash and cash equivalents at the Debtors is based on cash balances as of March 31, 2018, adjusted for the projected change in cash from March 31, 2018 to the Liquidation Date. Cash and cash equivalents consists of all cash and liquid investments, if applicable, with maturities of three months or less in bank accounts. Restricted cash accounts include the revenue account, operations and maintenance account, and others. The Liquidation Analysis assumes cash and cash equivalents are recoverable at 100%.

B. Accounts Receivable

Revenue accounts receivable balances consists of market energy revenues (less fuel and variable O&M costs) and capacity revenues, earned by the Debtors from dispatching its facilities and selling its electric generation output into the wholesale NYISO and ISO-NE energy markets. These amounts are projected to be owed to the Debtors from the Debtors' energy manager, Talen Energy Marketing, LLC. All accounts receivable are projected to be less than 30 days outstanding. The ability of the Trustee to collect the receivables may adversely impact the recovery. The Liquidation Analysis assumes revenue accounts receivable are recoverable at 90%.

Intercompany accounts receivable consists of amounts owed by and between the Debtors. These amounts eliminate on consolidation. The Liquidation Analysis assumes there would be no recovery on intercompany accounts receivable.

C. Materials and Supplies

Materials and supplies largely consists of miscellaneous spare parts including, but are not limited to, long-term inventory associated with the maintenance and repair of the plant machinery. For the purposes of the Liquidation Analysis, spare parts are expected to be included as working capital in the sale of property, plant & equipment and accounted for through a working capital adjustment. The Liquidation Analysis assumes materials and supplies are recoverable at 30%.

D. Emissions

The Debtors are allocated emission allowances by states based on its generation facilities' historical emissions experience, and purchase emission allowances or Regional Greenhouse Gas Initiative ("**RGGI**") credits as it expects that additional allowances or RGGI credits will be needed. RGGI emissions credits are initially recorded based on their purchase price. For the purposes of the Liquidation Analysis, emission certificates are expected to be included as working capital in the sale of property, plant & equipment and accounted for through a working capital adjustment. The Liquidation Analysis assumes emissions are recoverable at 90%.

E. Prepaid Expenses

Prepaid expenses include contractual vendor deposits, insurance premiums, property taxes, deposits for long lead time spare parts, and other miscellaneous fees & expenses. Proceeds from the recovery of prepaid expenses are based on likelihood of recovering these prepayments from the respective counterparties. In many instances, insurance premiums, certain deposits and vendor payments are fully earned and fully paid upfront with no recoverable value for the estate. Proceeds from the recovery of prepaid taxes, deposits for long lead time spare parts and services and other miscellaneous fees are assumed to be recovered from the respective counterparty in the form of a working capital adjustment to the purchase price of the plants. In the aggregate, the Liquidation Analysis assumes prepaid expenses are recoverable at 80%.

F. Property, Plant & Equipment

Property, plant & equipment includes the Athens plant, the Harquahala plant, and the Millennium plant with nominal generation capacities of 1,080 MW, 1,092 MW and 360 MW, respectively. Estimated proceeds realized from plant sales under a hypothetical liquidation are based on estimates of the salability of the plants, informed by (1) the net book value, on an individual asset basis, from the Debtors' balance sheets as of March 31, 2018, which are tested for impairment on an annual basis, (2) recent transactions and public disclosures involving merchant independent power producers in similar geographies, and (3) the ability to find a willing buyer within the time frame contemplated. The Liquidation Analysis assumes property, plant & equipment are recoverable at 80%.[1]

Liquidation Adjustments

G. Post Conversion Cash Flow

Post-conversion cash flow (whether positive or negative) generated by operating each plant after conversion to chapter 7 and through disposition of the assets (assumed to be nine months) is assumed to increase / decrease gross distributable proceeds.

H. Post Conversion Professional Fees

Post conversion chapter 7 professional fees include estimates for certain professionals required during the wind down period. Chapter 7 professional fees are estimated at a range of 0.5% to 1.0% of gross distributable proceeds, to litigate claims and resolve tax litigation matters, and resolve other matters relating to the wind down of the Estates. Litigation concerning the collateral coverage of the holders of the First Lien Claims could materially increase the estimated professional fees.

Additionally, the Final DIP Order provides for payment of fees to chapter 11 Professionals, subject to the Professionals' Carve-Out Cap (as defined in Final DIP Order) of $1.0 million, incurred on or after the date the DIP Agent issues a Default Notice (as defined in Final DIP Order, assumed

[1] Property, plant & equipment recovery values are net of a 25% to 35% liquidation discount to account for a shorter marketing and due diligence period due to the forced-sale nature of the transaction. This discount is consistent with discounts applied in other hypothetical chapter 7 liquidation analyses in other chapter 11 cases involving power-generating assets. *See, e.g., In re Edison Mission Energy*, No. 12-49219 (JPC) (Bankr. N.D. Ill. Dec. 18, 2013) [Docket No. 1721, Ex. E] and *In re NRG Energy, Inc.*, No. 03-13024 (PCB) (Bankr. S.D.N.Y. Jul. 28, 2003) [Docket No. 510, Ex. B].

subsequent conversion to a chapter 7 liquidation thereafter). The Liquidation Analysis assumes the total allowed amount per the Professionals' Carve-Out Cap would be spent during the asset monetization period.

I. Chapter 7 Trustee Fees

Section 326 of the Bankruptcy Code provides for Trustee fees not to exceed 3% of distributable proceeds *in excess* of $1 million. It is assumed the appointed Trustee will retain lawyers, financial advisors, and investment bankers to assist in the liquidation. The Liquidation Analysis assumes the Trustee fees would be 3% of gross distributable proceeds *in excess* of $1 million.

J. Plant Purchase Price Adjustments

Plant purchase price adjustments include accrued emission liabilities in excess of allocated emission allowances based on the Debtors' generation facilities' historical emissions experience. As discussed above, this liability is offset by any RGGI credits purchased by the Debtors and monetized by the Trustee. Also included in plant purchase price adjustments are any accrued and unpaid property tax liabilities through the sale date.

Net Liquidation Proceeds Available for Distribution

The gross cash proceeds net of the Liquidation Adjustments discussed above, result in a range of approximately $306.3 million to $495.3 million in net liquidation proceeds available for distribution to claimants. The Net Liquidation Proceeds Available for Distribution are divided between Proceeds Encumbered by Secured Claims and Proceeds Unencumbered by Secured Claims, as discussed below.

K. Proceeds Encumbered by Secured Claims

The Liquidation Analysis assumes a range of approximately $306.3 million to $495.3 million in Proceeds Encumbered by Secured Claims.

L. Proceeds Unencumbered by Secured Claims

The Liquidation Analysis assumes there are no Proceeds Unencumbered by Secured Claims.

Claims

M. Superpriority Carve-Out Claims

The Final DIP Order grants superpriority status to chapter 11 Professionals for fees incurred prior to notice of conversion to a chapter 7 liquidation to the extent such fees are set forth in the Approved Budget (as defined in the Final DIP Order) and that such fees are allowed by the Court and payable under sections 328, 330 and 331 of the Bankruptcy Code. The Liquidation Analysis assumes approximately $1.5 million in Superpriority Carve-Out Claims at the Liquidation Date and that the Liquidation Proceeds would be sufficient to satisfy 100% of the Superpriority Carve-out Claims.

N. Superpriority DIP Claims

The Final DIP Order grants superpriority status to Claims made pursuant to the Debtors' DIP Credit Agreement in accordance with sections 105, 326, 328, 330, 331, 364, 365, 503(b), 506(c) (subject to entry of the Final Order), 507(a), 507(b), 726, 1113, 1114 or any other provisions of the Bankruptcy Code. Such Claims outstanding as of the Liquidation Date include unpaid principal and interest in the amount of approximately $10.0 million, and that the Liquidation Proceeds would be sufficient to satisfy 100% of the Superpriority DIP Claims.

O. Superpriority Adequate Protection Claims

Pursuant to the Final DIP Order, the Debtors have agreed to provide adequate protection to the First Lien Lenders, pursuant to section 507(b) of the Bankruptcy Code, of their interests in the Prepetition Collateral in an amount equal to the aggregate post-petition diminution in value (which shall be calculated in accordance with Bankruptcy Code section 506(a)) of the respective interests of the Adequate Protection Parties in the Prepetition Collateral (including the Cash Collateral), including without limitation any such diminution in value resulting from depreciation, physical deterioration, use, sale, loss or decline in market value of the Prepetition Collateral, the priming of the First Lien Agent's (on behalf of the First Lien Lenders) security interests and liens in the Prepetition Collateral, and/or the imposition of the automatic stay under section 362 of the Bankruptcy Code. Adequate Protection Claims, if any, have not been factored into the Liquidation Analysis.

P. Class 1: Priority Non-Tax Claims

The Liquidation Analysis assumes there will be no Priority Non-Tax Claims as of the Liquidation Date.

Q. Class 2: Other Secured Claims

The Liquidation Analysis assumes there will be no Other Secured Claims as of the Liquidation Date.

R. Class 3A and 3B: First Lien Revolver and Term Loan Claims ("First Lien Claims")

The amount of the First Lien Claims is the sum of amounts drawn on the Prepetition Revolving Credit Facility and amounts outstanding on the Prepetition Term Loan, plus any interest and fees due and owing as of the Petition Date, as well as all outstanding letters of credit. The Liquidation Analysis does not contemplate any additional fees payable to the First Lien Lenders, or reduction in principal amounts outstanding as of the Petition Date, in connection with associated asset sales contemplated under the Plan. Further, the Liquidation analysis assumes that all outstanding letters of credit associated with the Debtors are drawn and become a funded obligation at the conversion from chapter 11 to chapter 7 liquidation. The Liquidation Analysis assumes the aggregate payments made to the First Lien Lenders' advisors through the Liquidation Date reduces the amount of the principal balance of the First Lien Claims. The Liquidation Analysis assumes approximately $653.8 million in First Lien Claims at the Liquidation Date and that the Liquidation Proceeds would be sufficient to satisfy 60% of the First Lien Claims.

S. Administrative Expense and Priority Claims

Administrative Expense and Priority Claims consist of estimated post-petition accounts payable and accrued expenses attributable to fixed O&M costs relating to site labor, insurance, routine maintenance, major maintenance, capital expenditures pursuant to long-term parts and service agreements, and other administrative and professional services. The Liquidation Analysis assumes approximately $6.5 million in Administrative Expense and Priority Claims at the Liquidation Date and that there would be no recovery of the Administrative Expense and Priority Claims.

T. Class 4: General Unsecured Claims

General Unsecured Claims consist of estimates based on the First Lien Lenders' deficiency on the First Lien Claims as well as amounts owed by the Debtors to non-debtor affiliates. The Liquidation Analysis assumes all long-term service agreements are assumed by the buyer of the plant assets. The actual amount of General Unsecured Claims could vary materially from these estimates. No order has been entered by the Bankruptcy Court estimating or otherwise fixing the amount of General Unsecured Claims. The Liquidation Analysis assumes approximately $295.2 million in General Unsecured Claims at the Liquidation Date and that there would be no recovery of the General Unsecured Claims.

U. Class 5: Intercompany Claims

Intercompany Claims consist of amounts owed by and between the Debtors. As of March 31, 2018, intercompany liabilities before eliminations totaled approximately $64.4 million. The Liquidation Analysis assumes that there would be no recovery of the Intercompany Claims.

V. Class 6: Interests

Interests consist of equity interests in the Debtors. Holders of Interests are not projected to have any recovery.

EXHIBIT E

Consolidated Financial Statements

New MACH Gen, LLC and subsidiaries
CONSOLIDATED FINANCIAL STATEMENTS
For the Year ended December 31, 2017

Report of Independent Auditors

To the Management of New MACH Gen, LLC:

We have audited the accompanying consolidated financial statements of New MACH Gen, LLC and its subsidiaries, which comprise the consolidated balance sheet as of December 31, 2017, and the related consolidated statements of operations, of cash flows, and of member's deficit for the year then ended.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Company's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of New MACH Gen, LLC and its subsidiaries as of December 31, 2017, and the results of their operations and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matters

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 3 to the consolidated financial statements, the Company has insufficient access to cash to satisfy its working capital and related liquidity needs, and has stated that

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substantial doubt exists about the Company's ability to continue as a going concern. Management's evaluation of the events and conditions and management's plans regarding these matters are also described in Note 3. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to this matter.

As discussed in Note 9 to the consolidated financial statements, the Company has entered into significant transactions with Talen Energy Marketing, LLC, a related party. Our opinion is not modified with respect to this matter.

PricewaterhouseCoopers LLP

May 15, 2018

CONSOLIDATED STATEMENT OF OPERATIONS FOR YEAR ENDED DECEMBER 31, 2017

New MACH Gen, LLC and Subsidiaries

(Thousands of dollars)

Operating Revenues:		
Energy revenues	**$**	**269,957**
Operating Expenses:		
Fuel and energy purchases		**182,852**
Operation and maintenance		**55,437**
Depreciation and accretion		**18,884**
Total Operating Expenses		**257,173**
Operating Income		**12,784**
Other expense - net		**(2)**
Interest expense		**(42,509)**
Net Loss (a)	**$**	**(29,727)**

(a) Net Loss equals comprehensive loss.

The accompanying Notes to the Consolidated Financial Statements are an integral part of the financial statements.

CONSOLIDATED BALANCE SHEET AT DECEMBER 31, 2017
New MACH Gen, LLC and Subsidiaries
(Thousands of dollars)

Assets		
Current Assets		
Cash and cash equivalents	**$**	**335**
Restricted cash and cash equivalents		**8,953**
Accounts receivable		**2,785**
Inventory		**24,354**
Prepayments		**7,557**
Total Current Assets		**43,984**
Property, plant and equipment, net		**486,119**
Total Assets	**$**	**530,103**
Liabilities and Member's Deficit		
Current Liabilities		
Revolving lines of credit	**$**	**132,953**
Long-term debt due within one year		**6,025**
Accounts payable and other accrued liabilities		**45,420**
Affiliate accounts payable		**30,427**
Total Current Liabilities		**214,825**
Long-term debt		**459,090**
Asset retirement obligations		**810**
Other noncurrent liabilities		**815**
Total Liabilities		**675,540**
Member's Deficit		**(145,437)**
Total Liabilities and Member's Deficit	**$**	**530,103**

The accompanying Notes to the Consolidated Financial Statements are an integral part of the financial statements.

CONSOLIDATED STATEMENT OF CASH FLOWS FOR THE YEAR ENDED DECEMBER 31, 2017

New MACH Gen, LLC and Subsidiaries

(Thousands of Dollars)

Cash Flows from Operating Activities		
Net loss	$	(29,727)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and accretion		18,884
Change in assets and liabilities		
Accounts receivable		5,883
Inventory		(4,692)
Other assets		(1,126)
Accounts payable and other accrued liabilities		19,831
Other liabilities		(8,364)
Net cash provided by operating activities		689
Cash Flows from Investing Activities		
Capital expenditures		(14,549)
Net cash used in investing activities		(14,549)
Cash Flows from Financing Activities		
Repayment of long-term debt		(3,615)
Increase on revolving lines of credit, net		25,000
Net cash provided by financing activities		21,385
Net Increase in Cash and Cash Equivalents		7,525
Cash, restricted cash and cash equivalents, beginning of period		1,763
Cash, restricted cash and cash equivalents, end of period	$	9,288
Supplemental disclosure of cash flow information:		
Cash paid for interest, net of capitalized interest	$	31,233
Decrease in capital expenditure accruals		(410)

The accompanying Notes to the Consolidated Financial Statements are an integral part of the financial statements.

CONSOLIDATED STATEMENT OF MEMBER'S DEFICIT
FOR THE YEAR ENDED DECEMBER 31, 2017
New MACH Gen, LLC and Subsidiaries
(Thousands of dollars)

December 31, 2016	**$**	**(115,710)**
Net loss		**(29,727)**
December 31, 2017	**$**	**(145,437)**

The accompanying Notes to the Consolidated Financial Statements are an integral part of the financial statements.

Notes to Consolidated Financial Statements

The terms "New MACH Gen," "the company," "we," "us" and "our" refer to New MACH Gen, LLC and its consolidated subsidiaries. This presentation has been applied where identification of particular subsidiaries is not material to the matter being disclosed, and to conform narrative disclosures to the presentation of financial information on a consolidated basis. When identification of a particular subsidiary is considered important to understanding the matter being disclosed, the specific entity's name is used. Each disclosure referring to a subsidiary applies to New MACH Gen, LLC.

1. Organization

New MACH Gen, LLC is a limited liability company formed under the laws of the State of Delaware, and is an indirect wholly owned subsidiary of Talen Energy Corporation (Talen Corp) and its indirect wholly owned subsidiaries, Talen Energy Supply, LLC (Talen Energy Supply) and Talen NE LLC (Talen NE), and a direct wholly owned subsidiary of Talen Energy Supply's indirectly owned and Talen NE's directly wholly owned subsidiary MACH Gen, LLC (MACH Gen or Member). Our Member is not liable for our obligations or liabilities, except to the extent of its capital contributions. The Company, through its subsidiaries, New Athens Generating Company, LLC (Athens), New Harquahala Generating Company, LLC (Harquahala) and Millennium Power Partners, L.P. (Millennium), owns, operates, and manages natural gas fired electric generating power plants located in Athens, New York; Tonopah, Arizona; and Charlton, Massachusetts.

As of December 31, 2017, the plant details were as follows:

Plant	MW Capacity	Fuel Type	State	Region/ISO
Harquahala	1,068	Natural Gas	AZ	WECC
Athens	994	Natural Gas	NY	NYISO
Millennium	335	Natural Gas	MA	ISO-NE

Operations and Maintenance Service Agreements

The Company's subsidiaries are party to short-term operations and maintenance agreements (O&M Agreements) with an unaffiliated energy services company that have annual terms. Pursuant to the terms of the agreements, the energy services company is required to operate and maintain each of the Company's three power plants. The Company's subsidiaries pay a fixed annual management fee, an incentive bonus, and reimburses the energy services company for all labor costs, including payroll and taxes, subcontractor costs, and other costs deemed reimbursable under the O&M Agreements.

Energy Management and Marketing Agreements

The Company's subsidiaries are party to short-term energy management and marketing agreements (EMAs) that provide energy management, fuel transportation and procurement management and other services, including selling the output from the plants and scheduling all the natural gas utilized in the operations. Harquahala's agreement at December 31, 2017 was with an unaffiliated energy marketing company. See Note 9 for information related to EMAs with our affiliate, Talen Energy Marketing, LLC.

Significant Business Risks

We are subject to business risks within the power industry. These risks could cause our future results to differ from historical results and include but are not limited to:

- Risk associated with our ability to renegotiate our existing debt agreements with our lender and our ability to continue as a going concern. See Notes 3 and 6 for additional information;
- Demand decreases due to macroeconomic factors such as a slowdown in the US economy, extended periods of moderate weather, or broad increases in energy efficiency of major consumers;
- Supply increases due to new power plant generation capacity, including an increase in combined cycle gas turbines and renewable generation, which adds intermittency to a grid generally designed for non-intermittent (or baseload) generation;

- Changes in state, federal and other rate regulations and legislation in the areas in which we operate; changes in or application of environmental and other laws and regulations to which we are subject; and regulatory and legislative initiatives regarding deregulation, regulation, or restructuring of the electric utility industry;

- Operational risks associated with our fleet, including unscheduled outages, the unavailability or increase in cost of fuel for generation and chemicals required for environmental regulation compliance, the unavailability of financial assurances for decommissioning liabilities, and the effects of extreme weather, such as the freezing of operational plant and equipment components within a power plant;

- The direct or indirect effects on our business resulting from the financial difficulties of our competitors, hedging counterparties, contractors, fuel suppliers, and fuel transporters (including pipelines), including, but not limited to, the liquidity in the trading and power industry, and the views of the capital markets' regarding the energy or trading industry;

- Risks associated with our reliance on our O&M Agreements with an external party, including their interaction with their labor force, including the renegotiation of their labor agreements;

- The expiration or termination of our energy management and marketing agreements; and

- Credit risk and losses resulting from non-performance of our counterparties.

2. Summary of Significant Accounting Policies

Consolidation and Presentation

Our financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP) and include the accounts of all controlled subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Fair Value of Financial Instruments

We value certain financial and nonfinancial assets and liabilities at their fair value. The carrying values of accounts receivable, accounts payable and other receivables and payables approximate their fair values due to their short-term maturities. See Note 7 for disclosures regarding fair value.

Revenue Recognition

Our operating revenues are comprised of:

- Sales of generated electricity and ancillary services through intermediaries and ultimately under contracts with an RTO or ISO (ISO-NE and NYISO);
- Sales of generated electricity through intermediaries ultimately under bilateral contracts with counterparties in the Western Electricity Coordinating Council (WECC) region; and
- Capacity payments received from capacity auctions in ISO-NE and NYISO and through intermediaries and bilateral contracts with counterparties for generation capacity available in order to satisfy RTO, ISO or utility system reliability requirements.

Sales of generated electricity and ancillary services through contracts with an RTO or ISO in which we operate (whether directly or via an energy management and marketing agreement) are recognized in "Energy revenues" on the Consolidated Statement of Operations upon transmission and delivery to the RTO or ISO at the contractually agreed upon day ahead or real-time market price. We record realized hourly sales of physical power net of realized hourly purchases of power with RTOs and ISOs, if any, in the Consolidated Statement of Operations as "Energy revenues" if in a net sales position and "Fuel and energy purchases" if in a net purchase position.

Capacity payments received from RTO or ISO capacity auctions in ISO-NE and NYISO are recognized in "Energy revenues" on the Consolidated Statement of Operations when contractually earned based on cleared capacity prices for each respective generation asset.

See Note 1 for additional information regarding energy management and marketing agreements. See Note 9 for addition information regarding transactions with related parties.

Energy Expenses

Energy expenses are comprised primarily of the costs of natural gas purchased through intermediaries for consumption in the generation of electricity. Purchases of physical natural gas for fuel in the generation of electricity are recognized in "Fuel and energy purchases" on the Consolidated Statement of Operations at the agreed contractual price upon delivery plus related transportation cost.

See Note 1 for additional information regarding energy management and marketing agreements. See Note 9 for addition information regarding transactions with related parties.

Cash and Cash Equivalents

All highly liquid investments with original maturities of three months or less are considered to be cash equivalents.

Restricted Cash and Cash Equivalents

Bank deposits that are restricted by agreement are classified as restricted cash and cash equivalents. Such amounts are restricted under the terms of the Company's Credit Agreement for payment to third parties. Restricted cash and cash equivalents accounts include an escrow account, debt service reserve, revenue account, and an operations and maintenance account. On the Consoldated Balance Sheet, restricted cash and cash equivalents are shown as "Restricted cash and cash equivalents" within current assets. See "New Accounting Standards - Adopted" below for a change in the presentation of restricted cash and cash equivalents on the Consolidated Statement of Cash Flows.

Accounts Receivable

Accounts receivable are on the Consolidated Balance Sheet net of an allowance for any doubtful accounts. At December 31, 2017 there is no allowance for doubtful accounts.

Inventory

Inventory includes materials, supplies and emission allowances and is valued at the lower of weighted average cost or net realizable value. Generally, cost is reduced to net realized value if the value of inventory has declined and the cost of inventory in the ordinary course of business will not be recovered through revenue earned. Materials and supplies are charged to "Operation and maintenance" on the Consolidated Statement of Operations as they are used for repairs and maintenance or capitalized to property, plant and equipment as they are used for capital projects.

As certain facilities generate electricity, an accrued liability with an offsetting charge to "Fuel and energy purchases" on the Consolidated Statement of Operations is recorded for the anticipated cost of any emission allowances required as a result of burning fossil fuels. Emission allowances are recorded as inventory when acquired by the Company. When emission allowances are remitted to the respective governmental agency at the end of a compliance period the inventory and accrued liability are removed from the Company's Consolidated Balance Sheet. See Note 4 for additional information on inventory.

Property, Plant, and Equipment

Property, plant and equipment is recorded at original cost or fair value at the time of acquisition, if acquired in a business combination. Expenditures for property, the construction of power plants, and the addition or refurbishment of major equipment is capitalized. The cost for repairs and maintenance that do not meet capitalization criteria are expensed

Depreciation is recorded over the estimated useful lives of property primarily using the straight-line and group method. When a component of property, plant and equipment is retired or sold, the property and the related accumulated depreciation account are reduced. Any net remaining value resulting from a retirement or sale is recognized as a gain or loss in income.

Asset Impairments

We evaluate our long-lived assets that are classified as held and used, such as property, plant and equipment, for impairment, when events or changes in circumstances indicate that the carrying value of such assets may not be recoverable. When we believe an impairment condition may have occurred, we are required to estimate the undiscounted future cash flows associated with a long-lived asset or group of long-lived assets at the lowest level for which identifiable cash flows are estimated, largely independent of the cash flows of the other assets and liabilities for long-lived assets. An impairment loss is indicated if the total future estimated undiscounted cash flows expected from an asset or asset group are less than its carrying value. An impairment charge is measured by the difference between an asset's carrying amount and fair value with the difference, if any, recorded as an impairment charge. Fair values are determined by a variety of valuation methods, including third-party appraisals, sales prices of similar assets, and present value techniques. Significant impairment charges were recorded in 2016 to reduce the carrying value of our Athens and Millennium plants. No asset impairments were recorded in 2017.

Asset Retirement Obligation (ARO)

We record liabilities to reflect various legal obligations associated with the retirement of long-lived assets. Initially, this obligation is measured at fair value and offset with an increase in the value of the capitalized asset, which is depreciated over the asset's useful life. Until the obligation is settled, the liability is increased through the recognition of accretion expense classified within "Depreciation and accretion" on the Consolidated Statement of Operations to reflect changes in the obligation due to the passage of time.

Estimated ARO costs and settlement dates, which affect the carrying value of the ARO and the related capitalized asset, are reviewed periodically to ensure that any material changes are incorporated into the latest estimate of the ARO. Any change to the capitalized asset, positive or negative, is generally amortized over the remaining life of the associated long-lived asset.

The changes in the carrying amounts of AROs were (in thousands):

ARO at December 31, 2016	$	732
Accretion expense		78
ARO at December 31, 2017	$	810

Income Taxes

Effective January 1, 2017, income tax expense is no longer recorded at the New MACH Gen, LLC or subsidiary level. New MACH Gen, LLC and subsidiaries are disregarded entities for tax purposes.

Loss Contingencies

Potential losses are accrued when (1) information is available that indicates it is "probable" that a loss has been incurred, given the likelihood of the uncertain future events and (2) the amount of the loss can be reasonably estimated. Accounting guidance defines "probable" as cases in which "the future event or events are likely to occur." We continuously assess potential loss contingencies for environmental remediation, litigation claims, regulatory penalties and other events. Loss contingencies for environmental remediation are discounted when appropriate. See Note 8 for additional information.

New Accounting Standards - Adopted

Consolidation

In February 2015, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2015-02, Amendments to the Consolidation Analysis, which amends the consolidation model used in determining whether a reporting entity should consolidate the financial results of certain of its partially- and wholly-owned subsidiaries. All of our subsidiaries are subject to reevaluation under the revised consolidation model. We adopted ASU 2015-02 and 2016-17 effective January 1, 2017, which did not have a material impact on our financial statements and related disclosures.

Specifically, the guidance (i) modifies the evaluation of whether limited partnerships and similar legal entities are VIEs, (ii) eliminates the presumption that a general partner should consolidate the financial results of a limited partnership, (iii) affects the consolidation analysis of reporting entities that are involved with VIEs, particularly those that have fee arrangements and related party transactions and (iv) provides an exception for certain type of entities.

In October 2016, the FASB issued Accounting Standard Update 2016-17, Interests Held through Related Parties That Are under Common Control, which is an update to ASU 2015-02 and changes how a single decision maker considers its indirect interests when performing the primary beneficiary analysis under the VIE model. A single decision maker is required to include those interests on a proportionate basis consistent with indirect interests held through other related parties.

Inventory

In July 2015, the FASB issued ASU 2015-11, Simplifying the Measurement of Inventory, which changes the inventory valuation method from the lower of cost or market to the lower of cost or net realizable value for inventory valued under the first-in, first-out or average cost methods. We prospectively adopted this standard effective January 1, 2017, which did not have a material impact on our financial statements and related disclosures.

Statement of Cash Flows, Restricted Cash

In November 2016, the FASB issued ASU 2016-18, Statement of Cash Flows (Topic 230): Restricted Cash, which requires restricted cash and cash equivalents to be included with cash and restricted cash equivalents when reconciling beginning and ending cash in the statement of cash flows and also requires disclosure of the restrictions on cash, cash equivalents and restricted cash. We adopted this standard effective January 1, 2017.

Bank deposits and other cash equivalents that are restricted by agreement are classified as restricted cash and cash equivalents. The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the December 31, 2017 Consolidated Balance Sheet and the totals reported in the Consolidated Statement of Cash Flows:

	December 31, 2017	December 31, 2016
Cash and cash equivalents	$ 335	$ 221
Restricted cash and cash equivalents	8,953	1,542
Total cash and cash equivalents and restricted cash and cash equivalents	$ 9,288	$ 1,763

New Accounting Standards - Pending Adoption

Accounting for Revenue from Contracts with Customers.

In May 2014, the FASB issued ASU 2014-09, which creates ASC Topic 606, Revenue from Contracts with Customers and supersedes ASC Topic 605, Revenue Recognition. The new standard replaces industry-specific guidance and establishes a single five-step model to identify and recognize revenue. We are in the initial stages of evaluating the impact of the new standard on our accounting policies, processes and system requirements. Based on the nature of our revenue arrangements within the markets in which we operate, we do not anticipate the standard will significantly alter the timing of revenue recognition. We continue to assess the potential impacts of the new standard on our consolidated financial statements. The enhanced disclosure requirements will expand the disclosures relating to revenue activities and associated transactions.

The core principle of the new standard is that an entity should recognize revenue upon transfer of control of promised goods or services to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for those goods or services. Additionally, the new standard requires the entity to disclose further quantitative and qualitative information regarding the nature and amount of revenues arising from contracts with customers, as well as other information about the significant judgments and estimates used in recognizing revenues from contracts with customers. In March 2016, the FASB issued ASU 2016-08, Revenue from Contracts with Customers (Topic 606) Principal versus Agent Considerations (Reporting Revenue Gross versus Net), which clarifies how to apply the implementation guidance on principal versus agent considerations related to the sale of goods or services to a customer as updated by ASU 2014-09. In April 2016, the FASB issued ASU 2016-10, Revenue from Contracts with Customers (Topic 606) Identifying Performance Obligations and Licensing, which clarifies two aspects of Topic 606: identifying performance obligations and the licensing implementation guidance, while retaining the related principles for those areas, as updated by ASU 2014-09. In May 2016, the FASB issued ASU 2016-12, Revenue from Contracts with Customers (Topic 606): Narrow-Scope Improvements and Practical Expedients, which makes narrow scope amendments to Topic 606 including implementation issues on collectibility, non-cash consideration and completed contracts at transition. In December 2016, the FASB issued ASU 2016-20, Technical Corrections and Improvements to Topic 606, "Revenue from Contracts with Customers", which make additional narrow scope amendments to Topic 606 including loan guarantee fees, impairment testing of contract costs, provisions for losses on construction-type and production-type contracts. In September 2017, the FASB issued an amendment related to transition dates for certain public business entities, which we do not expect to impact our implementation.

The new standard permits adoption by either using (i) the full retrospective approach for all periods presented in the period of adoption or (ii) a modified retrospective approach with the cumulative effect of initially applying the new standard recognized at the date of initial application and providing certain additional disclosures. The new standard is effective annual reporting periods beginning after December 15, 2018 for entities other than public business entities, with early adoption permitted for annual reporting periods beginning after December 15, 2016. We do not plan to early adopt, and accordingly, will adopt the new standard effective January 1, 2019.

We plan to adopt using the modified retrospective approach. However, a final decision regarding the adoption method had not yet been made. The final determination will depend on a number of factors, including the significance of the impact of the new standard to our financial results and the ability to analyze the information necessary to assess the impact on prior period consolidated financial statements as necessary.

Accounting for Leases.

In February 2016, the FASB issued ASU 2016-02, Leases, which requires lessees to recognize assets and liabilities for the rights and obligations arising from their leases. We expect to adopt this standard effective January 1, 2020.

Consistent with current accounting guidance, the recognition, measurement, and presentation of expenses and cash flows arising from a lease by a lessee primarily will depend on its classification as a finance lease (similar to the current capital lease) or an operating lease. However, unlike current accounting standard, which requires only capital leases to be recognized on the balance sheet, the new accounting standard will require both types of leases to be recognized on the balance sheet. In September 2017, the FASB issued an amendment related to transition dates for certain public business entities, which we do not expect to impact our implementation.

This standard is effective for annual reporting periods beginning after December 15, 2019 and interim periods within those years. Early application is permitted. A modified retrospective transition approach is required for lessees for capital and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available. We are currently assessing and have not yet determined the impact of adopting this standard on our consolidated financial statements at this time.

3. Going Concern

The accompanying consolidated financial statements have been prepared on a going concern basis, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business. The competitive power industry continues to be challenged in certain markets by depressed wholesale market prices for electricity that has resulted from general economic conditions and other factors, including new gas-fired generation and additional renewable energy sources. These market conditions have impacted actual and forecasted cash flows and, by extension, any available liquidity for working capital and debt-related requirements. These factors have culminated in insufficient cash flows from operations to service debt principal and debt interest payments.

Accordingly, the Company has been granted forbearances of principal, interest, fees and other expense payments that are due under the First Lien Credit and Guaranty Agreement (Credit Agreement), as amended, with Beal Bank USA and certain of its affiliates since December 31, 2017 while in advanced negotiations with respect to a potential restructuring of the Company which may include amendments to or replacement of the Credit Agreement, the issuance of new indebtedness by the company and asset divestitures. Ultimately, the potential restructuring of the Company may be unsuccessful, and this may lead to insufficient liquidity to continue the Company's operations in the ordinary course of business and default under the Credit Agreement. These circumstances, among others, raise substantial doubt about our ability to continue as a going concern within one year from the date these financial statements are available to be issued. The consolidated financial statements do not include any adjustments that might result from the outcome of the uncertainty.

At December 31, 2017, we have approximately $9 million of restricted and unrestricted cash on our balance sheet, no available borrowing under the remaining capacity of our $160 million revolving line of credit and do not expect to receive future contributions from our indirect parent companies without a potential debt restructuring. The current amount of restricted and unrestricted cash would not be enough to satisfy amounts due under the Credit Agreement without a debt restructuring or the granting of additional forbearances. See Note 6 for information on outstanding debt and amendments to our Credit Agreement. We will continue to evaluate these conditions in relation to our ability to meet our obligations as they become due which may include pursuing other revenue streams and sources of liquidity such as disposition of certain assets.

4. Inventory

"Inventory" on the Consolidated Balance Sheet consisted of the following at December 31, 2017 (in thousands):

Materials and supplies	$	10,864
Emission allowances		13,490
Total	$	24,354

The three-year remittance cycle for environmental products is to occur by March 31, 2018.

5. Property, plant and equipment

The major components of property, plant and equipment at December 31, 2017 are as follows (in thousands):

Generation	$	482,849
Other		1,532
Construction work in process		20,065
Property, plant and equipment, at cost		504,446
Less: accumulated depreciation		(18,327)
Property, plant and equipment, net	$	486,119

We capitalize interest costs as part of construction costs. For the year ended December 31, 2017, capitalized interest was $22 thousand.

For the year ended December 31, 2017, we recorded depreciation expense of $18,806 thousand.

6. Debt

The Company is party to a First Lien Credit and Guaranty Agreement (Credit Agreement), as amended, with Beal Bank USA and certain of its affiliates. The $642 million Credit Agreement is comprised of a $160 million revolving credit facility, which provides the Company capacity available for revolving cash borrowings and issuance of up to $50 million of letters of credit, which in combination cannot exceed the capacity of the facility at any given time, and a $482 million first lien Term Loan B. The Credit Agreement is guaranteed by each of New MACH Gen's subsidiaries and is secured by a first priority security interest in the equity interests and substantially all of the assets of New MACH Gen and of each its subsidiaries. The maximum amount of potential future payments of the New MACH Gen subsidiaries would equal the maximum amount outstanding under the Credit Agreement. Our debt is non-recourse to our parents, Talen Corp, Talen Energy Supply and Talen NE.

The Credit Agreement is subject to customary negative covenants, including but not limited to, certain limitations on incurrence of liens and additional indebtedness, asset sales, capital expenditures, distributions, and amendments, modifications or termination of material contracts. The Credit Agreement also contains customary affirmative covenants and events of default, including certain reporting requirements. The Credit Agreement includes customary mandatory prepayments, and a mandatory cash sweep. The revolving credit facility commitments can be terminated on the applicable maturity date or upon the occurrence of an event of default.

We have been granted forbearances of principal, interest, fees and other expense payments under the Credit Agreement since December 31, 2017 while in negotiations with respect to a potential restructuring of the Company which may include amendments to or replacements of the Credit Agreement, the issuance of new indebtedness by the Company and asset divestitures by the Company. Ultimately, the potential restructuring of the Company may be unsuccessful which may lead to insufficient liquidity to continue our operations in the ordinary course of business and a default event under the Credit Agreement.

At December 31, 2017, the following secured revolving credit facility was in place (in thousands):

	Expiration Date	Capacity	Borrowed	Letters of Credit Issued	Unused Capacity
Non-recourse debt	July 2021	$ 160,000	$ 132,953	$ 26,697	$ 350

Borrowings bear interest at 12-month LIBOR, plus 4.25%. Commitment fees are charged on unused commitments. Customary letter of credit fees are charged with respect to issued letters of credit. The weighted average interest rate applicable to the outstanding borrowings was 6.05% at December 31, 2017. Borrowings are recorded as "Revolving lines of credit" on the Consolidated Balance Sheet.

At December 31, 2017, the Term Loan B had an outstanding balance of $465,115 thousand, matures on July 10, 2022, and had an interest rate of 7.29%. The Term Loan B requires amortization payments on a quarterly basis of 0.25% in fiscal year 2018, 1.25% in fiscal year 2019, and 2.50% beginning in fiscal year 2020 until maturity in July 2022, in each case of the original principal amount. The Term Loan B may also be repaid without any make-whole premium. Borrowings under the Term Loan B bear interest at 12-month LIBOR for the period plus 5.50% and are payable quarterly. The aggregate maturities of long-term debt are as follows (in thousands):

2018	2019	2020	2021	2022	Total
$ 6,025	$ 24,099	$ 48,198	$ 48,198	$ 338,595	$ 465,115

The Credit Agreement requires that proceeds from borrowings, the receipt of revenue, debt service payments, and the payments for certain categories of expenses each be segregated into separate bank accounts. Under the terms of a depositary agreement (the Security Deposit Agreement), the Company has established the required bank accounts and has pledged all its rights, title, and interest in the bank accounts as security for its payment obligations under the Credit Agreement. In addition, the Security Deposit Agreement provides for a cash sweep on the last business day of March of each calendar year until the discharge of the First and Second Lien obligations. The application of the funds from the cash sweep is prioritized based on certain provisions outlined within the Security Deposit Agreement.

In March 2017, an amendment to the Credit Agreement was executed, which (i) reduced the required quarterly payments of the Term Loan B for 2018 from 5% per annum to 1% per annum of the original principal balance; (ii) reduced the revolving letter of credit commitment from $120 million to $50 million; (iii) increased the required cash sweep percentage from 75% to 100% (which could be reduced to 75% after meeting certain conditions); (iv) relaxed the lien covenant related to debt arising under commodity hedge and power sale agreements; (v) deferred the requirement to satisfy certain conditions precedent to a borrowing under the revolving credit facility or issuance under the revolving letter of credit facility; (vi) imposed an amendment fee; and (vii) limited the payment of general and administrative expenses by the Company and its subsidiaries for three years.

In December 2017, an additional amendment to the Credit Agreement was executed, which deferred fourth quarter 2017 principal and interest payments and payment of an amendment fee. During 2018, we executed additional amendments that further deferred such payments while we negotiate a potential restructuring of the Company which may include amendments to the Credit Agreement, the issuance of new indebtedness by the Company and asset divestitures.

7. Fair Value

We carry a portion of our assets and liabilities at fair value that are measured at a reporting date using an exit price (i.e., the price that would be received to sell an asset or paid to transfer a liability). An exit price may be developed under a market approach utilizing market transactions, an income approach utilizing present value techniques, or a replacement cost approach and are disclosed according to the quality of valuation inputs under the following hierarchy:

Level 1: quoted prices (unadjusted) in active markets for identical assets or liabilities

Level 2: inputs other than quoted prices that are either directly or indirectly observable

Level 3: unobservable inputs that are significant to the fair value of assets or liabilities

The classification of an asset or liability is based on the lowest level of input significant to its fair value. Those that are initially classified as Level 3 are subsequently reported as Level 2 when the fair value derived from unobservable inputs is inconsequential to the overall fair value, or if corroborated market data becomes available. Assets and liabilities initially reported as Level 2 are subsequently reported as Level 3 if corroborated market data is no longer available. Transfers occur at the end of the reporting period.

Recurring Fair Value Measurements

The carrying amounts of cash equivalents, restricted cash equivalents, accounts receivable, accounts payable and other receivables and liabilities are equal to, or approximate, their fair values due to the short‑term maturity of those instruments and they are classified as Level 1 within the fair value hierarchy.

Nonrecurring Fair Value Measurements

No nonrecurring measurements were made in 2017.

Financial Instruments Not Recorded at Fair Value

Considering the substantial doubt about our ability to continue as a going concern, the fair value of the Company's outstanding revolving credit facility borrowings and its Term Loan B at December 31, 2017 approximate the net carrying value of the property, plant and equipment which secure the borrowings. See Note 3 for additional information on Going Concern.

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of restricted cash and accounts receivable. Restricted cash accounts are generally held in federally insured banks. Accounts receivable are primarily with an affiliate under an energy management and marketing agreement. See Note 9 for additional information on related party transactions.

8. Commitments and Contingencies

Facility Contract Commitments

Energy Management and Marketing Agreements

See Note 9 for information related to Energy Management and Marketing Agreements with our affiliate, Talen Energy Marketing.

Property Tax and Other Arrangements

During construction of the Athens facility, Athens transferred its ownership interest in the land and improvements on which the facility was being constructed to the Greene County Industrial Development Agency (IDA) in return for certain tax exemptions and deferrals. IDA then leased the land and improvements back to Athens under a lease agreement (the Lease Agreement). In connection with this transaction, Athens entered into a Payment in Lieu of Tax Agreement (the Athens PILOT), which requires Athens to make periodic payments in lieu of taxes to the local taxing authorities. These payments are recorded as "Operation and maintenance" on the Consolidated Statement of Operations. The maximum scheduled amount Athens is required to make under the Athens PILOT are (in thousands):

2018	2019	2020	2021	2022	2023
$ 4,950	$ 5,250	$ 5,250	$ 5,250	$ 5,250	$ 5,250

Under the Lease Agreement, Athens is required to make payments of approximately $17 thousand per month for 20 years through 2023 at which point the assets are transferred back to Athens. Athens expenses these costs as they are incurred.

The obligations of Athens to make payments under the PILOT are secured in part by a first mortgage granted to the IDA by Athens in the amount of $5.5 million. The Athens PILOT payments and certain payments under the Lease Agreement are also secured by a letter of credit issued by the Company in favor of the IDA in the amount of $10.5 million.

Athens pays a special district tax charge to the West Athens Lime Street Fire District. The fire district tax charges are based on the Town of Athens' assessed value of the facility. Starting in 2005, these fire district tax charges are $0.1 million per year and escalate at a rate of 3% per annum through 2023.

Millennium also has PILOT arrangements with the Town of Charlton, Massachusetts and the Town of Southbridge, Massachusetts. Under the terms of these PILOTs, Millennium (i) received certain tax exemptions and deferrals and (ii) access to treated wastewater and potable water for use by Millennium and the disposal of wastewater from the Millennium facility. The term of the property tax PILOTs extend through the year 2021. The water-related contracts extend through 2028. Pursuant to the PILOTs, Millennium is required to make the following estimated payments (in thousands):

	2018	2019	2020	2021	2022	Thereafter
Property Tax	$ 700	$ 700	$ 700	$ 350	$ —	$ —
Water-related	1,561	1,591	1,622	1,653	1,685	9,573
Total	$ 2,261	$ 2,291	$ 2,322	$ 2,003	$ 1,685	$ 9,573

The Town of Charlton fees were $700 thousand for the year ended December 31, 2017. Fees paid to the Town of Southbridge are adjusted annually based on specified indices published by the United States government. The Town of Southbridge fees were $82 thousand for the year ended December 31, 2017.

Transportation Contracts

Athens has a gas transportation contract for firm reserved service with an unaffiliated third party. The terms of the contract permit Athens to receive firm natural gas transportation service for up to 70,000 dekatherms of natural gas per day. Athens is required to pay a rate per dekatherm of natural gas based on Iroquois's current Federal Energy Regulatory Commission gas tariff. The contract is effective until September 1, 2018, and year to year thereafter unless terminated by either party within 12 months by providing written notice. Athens incurred and expensed costs of approximately $4.4 million for the year ended December 31, 2017.

Electric Interconnection

Harquahala has an Interconnection Agreement with Arizona Public Service Company, the City of Los Angeles by and through the Department of Water and Power, El Paso Electric Company, Public Service Company of New Mexico, Salt River Project Agricultural Improvement and Power District, Southern California Public Power Authority, and Southern California Edison. The agreement provides for the interconnection of the Harquahala facility with the 500 kV transmission system at the Hassayampa Switchyard (as defined in the Interconnection Agreement) and requires Harquahala to pay a pro rata share of the ongoing operation and maintenance costs associated with the Hassayampa Switchyard. Approximately $2.2 million was included in "Operation and maintenance" on the Consolidated Statement of Operations for the year ended December 31, 2017.

Parts Supply and Services Agreement

The Company's subsidiaries are party to separate amended Term Warranty Contracts (Amended LTSAs) with an unaffiliated third party, which expire at the earlier of (a) the date on which the third party has completed all of the service associated with the final scheduled outage since the effective date of the applicable agreement or (b) the applicable Amended LTSA's expiration date.

Fees incurred under the Amended LTSAs comprised primarily of (i) a variable quarterly fee based upon the covered unit's operational parameters, (ii) a fixed quarterly management fee, and (iii) fees associated with certain additional services. All fees are adjusted annually based upon specified indices published by the United States government. In addition, the Company can be obligated to make additional payments to the third party, if the Company undertakes scheduled outages (as defined in the Amended LTSA) before an agreed amount of variable fees has been incurred or the units did not meet minimum operating hours.

Certain of these costs are capitalized to "Property, plant and equipment, net" on the Consolidated Balance Sheet at Athens and Millennium. These costs are expensed at Harquahala because of forecasted future cash flows do not support capitalization.

Leases and Supply Agreements

New MACH Gen and its subsidiaries have entered into various agreements for the lease of water storage and other equipment. At December 31, 2017, our most significant lease, which expires in 2024, relates to water storage equipment.

Rent expense for the year ended December 31, 2017 was $371 thousand.

Total future minimum rental payments for all operating leases are estimated to be (in thousands):

2018	2019	2020	2021	2022	Thereafter	Total
$ 140	$ 140	$ 140	$ 140	$ 140	$ 281	$ 981

During construction of the Millennium facility, Millennium entered into an agreement with the U.S. Army Corps of Engineers to construct an oil pipeline, water pipeline, and an access road through an area designated as wetlands. In connection with this agreement, the Company agreed to carry out environmental study recommendations and to restore or enhance certain wetlands and aquatic resources along the Quinebaug River. Under the terms of this agreement, the Company was required to pay $3 million for such costs of the studies, restoration, and enhancements over 10 years beginning in 2002. On December 1, 2011, the Company amended the agreement prior to its expiration. The amended agreement requires the Company to pay qualifying costs on demand up to its remaining obligation of approximately $3.0 million. The amended agreement expires at the earlier of payment of its entire obligation or upon expiration of the amendment through December 31, 2020. The Company has a liability recorded consolidated balance sheet in the amount of $2.1 million at December 31, 2017.

Legal and Regulatory Matters

From time-to-time in the ordinary course of its business the Company and/or its subsidiaries may be subject to legal proceedings, claims and litigation. While the outcome of these legal proceedings, claims and litigation is uncertain, the likely results are not expected, either individually or in the aggregate, to have a material adverse effect on the Company's financial condition or results of operations.

We are subject to regulation by federal and state agencies and commissions, as well as the ISOs in the various regions where we conduct business.

Environmental Matters

The Company's subsidiaries are subject to extensive federal, state and local environmental laws and regulations applicable to its air emissions, water discharges and the management of hazardous and solid waste, as well as other aspects of their business. In addition, many of these environmental considerations are also applicable to the operations of key suppliers, or customers, such as industrial power users, and may impact the cost for their products or their demand for the services. On occasion, the Company's subsidiaries may incur environmental fees, penalties and fines associated with the operation of their power plants. At the present time, the Company's subsidiaries do not have environmental violations or other matters that would have a material impact on the Company's financial condition, results of operations or cash flows or that would significantly change its operations.

9. Related Party Transactions

Energy Management and Marketing Agreements (EMA)

During 2017, the Company's subsidiaries were each a party to an EMA with an affiliate, Talen Energy Marketing, LLC (TEM). Under the agreements, each subsidiary pays $20 thousand per month for energy, management. fuel transportation and procurement management and other services, and TEM is entitled to market all the electrical energy and capacity of the plants (net of facility requirements) and procures and delivers at market prices all the natural gas utilized in the operations of the plants. The amount payable by TEM under the EMAs is the positive difference between prices received by TEM for sales of energy, capacity and ancillary services from the plants over certain costs incurred by TEM, including in respect of fuel supply. To the extent that such amount is negative, the applicable subsidiary is not required to pay TEM, but TEM is entitled to deduct such amount from amounts payable to the applicable subsidiary in future periods. Included in "Energy revenues" on the Consolidated Statement of Operations in 2017 is $208 million for the sales of electricity and included in "Fuel and energy purchases" on the Consolidated Statement of Operations is $128 million for plant fuel supply under the TEM EMA. The subsidiaries also incurred $580 thousand of fees for energy management services under the TEM EMAs, which is included in "Operation and maintenance" on the Consolidated Statement of Operations in 2017. A net receivable of approximately $2.8 million consisting of electricity marketed for the New MACH Gen plants, net of fuel and fees is reported as "Accounts receivable" on the Consolidated Balance Sheet at December 31, 2017.

In June 2017, Harquahala terminated its EMA with TEM and entered into a short-term EMA with a third party. See Note 1.

During a four month period beginning June 1, 2017, Harquahala entered into an arrangement whereby TEM purchased capacity and energy from Harquahala and agreed to sell and deliver it to an unaffiliated party. Related to this arrangement is approximately $9 million of affiliate sales presented as "Energy revenues" on the Consolidated Statement of Operations.

Affiliate Accounts Payable

We have a payable of $30 million related to amounts paid by our parent to us under a tax sharing agreement that was terminated, effective January 1, 2017 which is presented as current "Affiliate accounts payable" on the Consolidated Balance Sheet at December 31, 2017. The payable, which is non-interest bearing, could potentially be settled in connection with certain events, including a potential refinancing of the Company's obligations. The payable is subordinated to the First Lien Credit and Guaranty Agreement. See Note 6 for additional information on debt.

10. Subsequent Events

The Company evaluated subsequent events through May 15, 2018, the date the financial statements are available to be issued, and determined that except for the amendment to the First Lien Credit and Guaranty Agreement that that deferred certain payments under that agreement as discussed in Note 6, there were no other subsequent events to be reported.

New MACH Gen, LLC and subsidiaries
CONSOLIDATED FINANCIAL STATEMENTS
For the Year ended December 31, 2016

Building a better working world

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Report of Independent Auditors

The Sole Member of New MACH Gen, LLC

We have audited the accompanying consolidated financial statements of New MACH Gen, LLC and subsidiaries, which comprise the consolidated balance sheet as of December 31, 2016, and the related consolidated statements of operations, member's equity/(deficit) and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of New MACH Gen, LLC and subsidiaries at December 31, 2016, and the consolidated results of its operations and its cash flows for the year then ended in conformity with U.S. generally accepted accounting principles.

Building a better working world

New MACH Gen, LLC's Ability to continue as a Going Concern

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 3 to the consolidated financial statements, the Company has recurring losses from operations and has a net capital deficiency that raise substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 3. The 2016 consolidated financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classification of liabilities that may result from the outcome of this uncertainty. Our opinion is not modified with respect to this matter.

Ernst & Young LLP

May 15, 2017

CONSOLIDATED STATEMENT OF OPERATIONS FOR THE YEAR ENDED DECEMBER 31, 2016

New MACH Gen, LLC and Subsidiaries

(Thousands of dollars)

Operating Revenues:		
Energy revenues	**$**	**310,336**
Operating Expenses:		
Fuel and energy purchases		**208,225**
Operation and maintenance		**68,649**
Depreciation and accretion		**44,226**
Total Operating Expenses		**321,100**
Impairments		**763,444**
Operating Income (Loss)		**(774,208)**
Other income (expense) - net		**(140)**
Interest expense		**38,307**
Income (Loss) Before Income Taxes		**(812,655)**
Income tax expense (benefit)		**(222,826)**
Net Income (Loss) (a)	**$**	**(589,829)**

(a) Net loss equals comprehensive loss.

The accompanying Notes to the Consolidated Financial Statements are an integral part of the financial statements.

CONSOLIDATED BALANCE SHEET AT DECEMBER 31,
New MACH Gen, LLC and Subsidiaries

(Thousands of dollars)

		2016
Assets		
Current Assets		
Cash and cash equivalents	$	221
Restricted cash and cash equivalents		1,542
Accounts receivable, net		81
Accounts receivable from affiliate		8,587
Inventory		19,662
Prepayments		6,432
Total Current Assets		36,525
Property, plant and equipment, net		490,785
Total Assets	$	527,310
Liabilities and Member's Equity (Deficit)		
Current Liabilities		
Short-term debt	$	107,953
Long-term debt due within one year		4,820
Accounts payable and other accrued liabilities		15,285
Accounts payable to affiliate		30,429
Total Current Liabilities		158,487
Long-term debt		463,910
Asset retirement obligations		732
Other noncurrent liabilities		19,891
Total Liabilities		643,020
Member's Equity (Deficit)		(115,710)
Total Liabilities and Member's Equity (Deficit)	$	527,310

The accompanying Notes to the Consolidated Financial Statements are an integral part of the financial statements.

CONSOLIDATED STATEMENT OF CASH FLOWS FOR THE YEAR ENDED DECEMBER 31, 2016

New MACH Gen, LLC and Subsidiaries

(Thousands of Dollars)

Cash Flows from Operating Activities		
Net income (loss)	$	(589,829)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities		
Depreciation and accretion		44,226
Impairments		763,444
Deferred income tax expense (credit)		(222,118)
Other		(3,905)
Change in assets and liabilities		
Accounts receivable		4,443
Other assets		(2,036)
Accounts payable to affiliate		15,878
Other liabilities		7,413
Net cash provided by (used in) operating activities		17,516
Cash Flows from Investing Activities		
Capital expenditures		(35,227)
Changes in restricted cash and cash equivalents		(1,040)
Receipt of insurance proceeds		9,100
Net cash provided by (used in) investing activities		(27,167)
Cash Flows from Financing Activities		
Repayment of first lien debt		(4,820)
Advance from Member		14,551
Net cash provided by (used in) financing activities		9,731
Net Increase (Decrease) in Cash and Cash Equivalents		80
Cash and cash equivalents, beginning of period		141
Cash and cash equivalents, end of period	$	221
Supplemental disclosure of cash flow information:		
Cash paid for interest, net of capitalized interest	$	37,005
Increase (decrease) in capital expenditure accruals		(379)

The accompanying Notes to the Consolidated Financial Statements are an integral part of the financial statements.

CONSOLIDATED STATEMENT OF MEMBER'S EQUITY (DEFICIT)
FOR THE YEAR ENDED DECEMBER 31, 2016
New MACH Gen, LLC and Subsidiaries
(Thousands of dollars)

December 31, 2015	**$**	**474,949**
Net income (loss)		**(589,829)**
Effect of 2015 Talen Energy acquisition (see Note 4)		**(830)**
December 31, 2016	**$**	**(115,710)**

The accompanying Notes to the Consolidated Financial Statements are an integral part of the financial statements.

Notes to Consolidated Financial Statements

The terms "New MACH Gen," "the company," "we," "us" and "our" refer to New MACH Gen, LLC and its consolidated subsidiaries. This presentation has been applied where identification of particular subsidiaries is not material to the matter being disclosed, and to conform narrative disclosures to the presentation of financial information on a consolidated basis. When identification of a particular subsidiary is considered important to understanding the matter being disclosed, the specific entity's name is used. Each disclosure referring to a subsidiary applies to New MACH Gen, LLC.

1. Organization

New MACH Gen, LLC is a limited liability company formed under the laws of the State of Delaware, and is an indirect wholly owned subsidiary of Talen Energy Corporation (Talen Corp) and its indirect wholly owned subsidiary, Talen Energy Supply, LLC (Talen Energy Supply), and a direct wholly owned subsidiary of Talen Energy Supply's wholly owned subsidiary MACH Gen, LLC (MACH Gen or Member). Our Member is not liable for our obligations or liabilities, except to the extent of its capital contributions. The Company, through its subsidiaries, New Athens Generating Company, LLC (New Athens), New Harquahala Generating Company, LLC (New Harquahala) and Millennium Power Partners, L.P. (Millennium), owns, operates, and manages natural gas fired electric generating power plants located in Athens, New York; Tonopah, Arizona; and Charlton, Massachusetts.

As of December 31, 2016, the plant details were as follows:

Plant	MW Capacity	Fuel Type	State	Region/ISO
Harquahala	1,040	Natural Gas	AZ	WECC
Athens	981	Natural Gas	NY	NYISO
Millennium	342	Natural Gas	MA	ISO-NE

On December 6, 2016, affiliates of Riverstone Holdings LLC (Riverstone) completed a take-private buyout of all of the outstanding shares of Talen Corp's common stock not already owned. As a result of the take-private transaction, the affiliates of Riverstone now privately own Talen Corp and its subsidiaries. Concurrently with the closing of the take-private transaction, Talen Corp and Talen Energy Supply appointed a new senior management team.

Significant Business Risks

We are subject to business risks within the power industry. These risks could cause future results to differ from historical results and include: (1) changes in market conditions, including developments in energy and commodity supply, volume and pricing; (2) state, federal and other rate regulations and legislation in the areas in which we do business; (3) weather and other natural phenomena; (4) changes in or application of environmental and other laws and regulations to which we are subject; (5) regulatory and legislative initiatives regarding deregulation, regulation, or restructuring of the electric utility industry; (6) the extent and timing of the entry of additional competition in the markets in which we operate; (7) the direct or indirect effects on our business resulting from the financial difficulties of our competitors or fuel suppliers, including but not limited to, the effects on liquidity in the trading and power industry and the views of the capital markets' regarding the energy or trading industry; (8) risks associated with the operation of our power plants including unscheduled outages; (9) the expiration or termination of our power sales agreements and (10) credit risk and losses resulting from non-performance of our counterparties.

2. Summary of Significant Accounting Policies

Consolidation and Presentation

Our financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP) and include the accounts of all controlled subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation. In conjunction with the December 6, 2016 take-private transaction, affiliates of Riverstone elected not to apply push down accounting for any of the fair value adjustments in connection with the change in control.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Fair Value of Financial Instruments

We value certain financial and nonfinancial assets and liabilities at their fair value. The carrying values of accounts receivable, accounts payable and other receivables and payables approximate their fair values due to their short-term maturities. See Notes 9 for disclosures regarding fair value.

Revenue Recognition

Our operating revenues are comprised of:

- Sales of generated electricity and ancillary services through contracts with an RTO or ISO (ISO-NE and NYISO);
- Sales of generated electricity under bilateral contracts with counterparties in the Western Electricity Coordinating Council (WECC) region; and
- Capacity payments received from capacity auctions in ISO-NE and NYISO and through bilateral contracts with counterparties for generation capacity available in order to satisfy RTO, ISO or utility system reliability requirements.

Sales of generated electricity and ancillary services through contracts with an RTO or ISO in which we operate (whether directly or via an energy management agreement) are recognized in "Energy revenues" on the Statements of Operations upon transmission and delivery to the RTO or ISO at the contractually agreed upon day ahead or real-time market price. We record realized hourly sales of physical power net of realized hourly purchases of power with RTOs and ISOs, if any, in the Statements of Operations as "Energy revenues" if in a net sales position and "Fuel and energy purchases" if in a net purchase position.

Capacity payments received from RTO or ISO capacity auctions in ISO-NE and NYISO are recognized in "Energy revenues" on the Statements of Operations when contractually earned based on cleared capacity prices for each respective generation asset.

Energy Expenses

Energy expenses are comprised primarily of the following:

- Costs of natural gas purchased from third parties under executory contracts with gas marketers for consumption in the generation; and
- Realized settlements of physical commodity derivative instruments.

Purchases of physical natural gas under executory bilateral contracts for consumption in the generation of electricity are recognized in "Fuel and energy purchases" on the Statements of Operations at the agreed contractual price upon delivery plus related transportation cost.

Realized settlements of physical commodity derivative instruments related to purchases of physical electricity and natural gas are recognized in "Fuel and energy purchases" on the Statements of Operations on the settlement date.

Commodity Derivatives

From time to time, the Company may utilize certain commodity derivative instruments, including financially settled power and natural gas swaps, to economically hedge its underlying exposure to volatility in commodity prices. The Company did not enter into any commodity derivative transactions during the year ended December 31, 2016.

There were no derivative assets or liabilities recorded on the Company's Balance Sheet at December 31, 2016.

Cash and Cash Equivalents

All highly liquid investments with original maturities of three months or less are considered to be cash equivalents.

Restricted Cash and Cash Equivalents

Bank deposits that are restricted by agreement are classified as restricted cash and cash equivalents. Such amounts are restricted under the terms of the Company's Credit Agreement for payment to third parties. Restricted cash and cash equivalents accounts include an escrow account, debt service reserve, revenue account, and an operations and maintenance account. The change in restricted cash and cash equivalents are shown as an investing activity on the Statement of Cash Flows. On the Balance Sheet, restricted cash and cash equivalents are shown as "Restricted cash and cash equivalents" within current assets.

Accounts Receivable

Accounts receivable are reported on the Balance Sheet at the net outstanding amount, gross accounts receivable adjusted for an allowance for doubtful accounts. At December 31, 2016 there is no allowance for doubtful accounts.

Inventory

Inventory includes materials, supplies and emission allowances and is valued at the lower of weighted average cost or market. Generally, cost is reduced to market if the value of inventory has declined and the utility of inventory in the ordinary course of business will not be recovered through revenue earned. Materials and supplies are charged to "Operation and maintenance" on the Statement of Operations as they are used for repairs and maintenance or capitalized to property, plant and equipment as they are used for capital projects. See Note 5 for additional information on inventory.

Property, Plant, and Equipment

Property, plant and equipment is recorded at original cost or fair value at the time of acquisition, if acquired in a business combination. We capitalize costs incurred in connection with the purchase of property, construction of power plants, and the addition or refurbishment of major equipment. We expense the cost of repairs and maintenance when work is performed that does not meet our capitalization criteria.

Depreciation is recorded over the estimated useful lives of property using the straight line and composite methods. When a component of property, plant and equipment that was depreciated under the composite method is retired, the original cost is charged to accumulated depreciation. When all or a significant portion of an operating unit that was depreciated under the composite method is retired or sold, the property and the related accumulated depreciation account is reduced and any gain or loss is included in income.

Asset Impairments

We evaluate our long-lived assets that are classified as held and used, such as property, plant and equipment, for impairment, when events or changes in circumstances indicate that the carrying value of such assets may not be recoverable. When we believe an impairment condition may have occurred, we are required to estimate the undiscounted future cash flows associated with a long-lived asset or group of long-lived assets at the lowest level for which identifiable cash flows are estimated, largely independent of the cash flows of the other assets and liabilities for long-lived assets. An impairment loss is indicated if the total future estimated undiscounted cash flows expected from an asset or asset group are less than its carrying value. An impairment charge is measured by the difference between an asset's carrying amount and fair value with the difference, if any, recorded as a loss in "impairments" in the Statement of Operations. Fair values are determined by a variety of valuation methods, including third-party appraisals, sales prices of similar assets, and present value techniques.

See Note 7 for additional information on asset impairments recorded in 2016.

Asset Retirement Obligation

We record liabilities to reflect various legal obligations associated with the retirement of long-lived assets. Initially, this obligation is measured at fair value and offset with an increase in the value of the capitalized asset, which is depreciated over the asset's useful life. Until the obligation is settled, the liability is increased through the recognition of accretion expense classified within "Depreciation and accretion" on the Statement of Operations to reflect changes in the obligation due to the passage of time.

Estimated ARO costs and settlement dates, which affect the carrying value of the ARO and the related capitalized asset, are reviewed periodically to ensure that any material changes are incorporated into the latest estimate of the ARO. Any change to the capitalized asset, positive or negative, is generally amortized over the remaining life of the associated long-lived asset.

The changes in the carrying amounts of AROs were (in thousands):

ARO at December 31, 2015	$	579
Accretion expense		111
Other		42
ARO at December 31, 2016	$	732

Income Taxes

Our tax provision is calculated as if New MACH Gen and its subsidiaries each filed a separate consolidated tax return. Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying values of existing assets and liabilities and their respective tax basis, tax credits and NOL carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities due to a change in tax rates is recognized in income in the period that includes the enactment date.

We record valuation allowances to reduce deferred tax assets to the amounts that are more likely than not to be realized. We consider the ability to carryback attributes, the reversal of temporary differences, future taxable income and ongoing prudent and feasible tax planning strategies in initially recording and subsequently reevaluating the need for valuation allowances. If we determine that we are able to realize deferred tax assets in the future in excess of recorded net deferred tax assets, adjustments to the valuation allowances increase income by reducing tax expense in the period that such determination is made. Likewise, if we determine that it is not able to realize all or part of net deferred tax assets in the future, adjustments to the valuation allowances would decrease income by increasing tax expense in the period that such determination is made.

We recognize the financial statement effects of a tax position when it is more-likely-than-not, based on the technical merits, that the position will be sustained upon examination. A tax position that meets the more-likely-than-not recognition threshold is measured as the largest amount of tax benefit that is greater than 50% likely of being realized upon ultimate settlement with a taxing authority. We reverse a previously recognized tax position in the first period in which it is no longer more-likely-than-not that the tax position would be sustained upon examination. We account for interest and penalties from tax uncertainties in "Income Taxes" in the Statement of Operations.

See Note 12 for information on our intercompany tax sharing agreement.

Loss Contingencies

Potential losses are accrued when (1) information is available that indicates it is "probable" that a loss has been incurred, given the likelihood of the uncertain future events and (2) the amount of the loss can be reasonably estimated. Accounting guidance defines "probable" as cases in which "the future event or events are likely to occur." We continuously assess potential loss contingencies for environmental remediation, litigation claims, regulatory penalties and other events. Loss contingencies for environmental remediation are discounted when appropriate. See Note 10 for additional information.

New Accounting Standards - Adopted

Going Concern

Effective December 31, 2016, we adopted accounting guidance that requires management, in connection with preparing financial statements for each interim and annual period, to evaluate whether there are conditions and events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern within one year after the date that the financial statements are available to be issued. See Note 3 for additional information related to going concern.

New Accounting Standards - Pending Adoption

Accounting for Revenue from Contracts with Customers

In May 2014, the FASB issued accounting guidance that establishes a comprehensive new model for the recognition of revenue from contracts with customers. This model is based on the core principle that revenue should be recognized to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In March 2016, the FASB issued guidance to clarify the implementation of principal versus agent considerations, and in April 2016, the FASB issued guidance to clarify the identification of performance obligations contained within the original standard. In December 2016, the FASB issued guidance that allows entities not to make quantitative disclosures about remaining performance obligations in certain cases and requires entities that use any of the new or previously existing optional exemptions to expand their qualitative disclosures. The guidance also makes additional technical corrections and improvements to the new revenue standard.

This guidance can be applied using either a full retrospective or modified retrospective transition method. Entities may early adopt the guidance as of the original effective date of the standard, which for public business entities is annual reporting periods beginning after December 15, 2016. We expect to adopt this guidance effective January 1, 2018, in conjunction with the adoption of this standard by Talen Energy Supply.

We are currently assessing the impact of adopting this guidance on our consolidated financial statements, as well as the transition method we will use.

Accounting for Leases

In February 2016, the FASB issued accounting guidance that supersedes all existing lease guidance. The updated guidance will require lessees to recognize assets and liabilities for the rights and obligations created by their leases with lease terms of more than 12 months. Consistent with current accounting guidance, the recognition, measurement, and presentation of expenses and cash flows arising from a lease by a lessee primarily will depend on its classification as a finance lease (similar to the current capital lease) or an operating lease. However, unlike current accounting guidance, which requires only capital leases to be recognized on the balance sheet, the new accounting guidance will require both types of leases to be recognized on the balance sheet.

This guidance is effective for annual reporting periods beginning after December 15, 2018 and interim periods within those years. Early application is permitted. We are currently assessing the impact of adopting this guidance and expect to adopt this guidance effective January 1, 2019, in conjunction with the adoption of this standard by Talen Energy Supply.

Classification of Certain Cash Receipts and Cash Payments

In August 2016, the FASB issued accounting guidance related to how an entity classifies certain cash receipts and cash payments on its statement of cash flows. The guidance clarifies eight specific cash flow presentation issues that have developed due to diversity in practice, including debt prepayment or extinguishment costs; distributions received from equity method investees; and cash receipts from payments on beneficial interests in securitization transactions.

This guidance is effective for fiscal years beginning after December 15, 2017, and interim periods therein. Early adoption is permitted and the guidance's provisions are required to be applied retrospectively. We are currently assessing the impact of adopting this guidance on our consolidated financial statements and expect to adopt this guidance effective January 1, 2018.

Statement of Cash Flows - Restricted Cash

In November 2016, the FASB issued final accounting guidance that requires restricted cash and cash equivalents to be included with cash and restricted cash equivalents when reconciling beginning and ending cash in the statement of cash flows and also requires disclosure of the restrictions on cash, cash equivalents and restricted cash.

The guidance is effective for fiscal years beginning after December 15, 2017 and interim periods within those years. Early adoption in an interim period is permitted. We adopted this guidance effective January 1, 2017.

3. Going Concern

The accompanying consolidated financial statements have been prepared on a going concern basis, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business. The competitive power industry continues to be challenged by depressed wholesale market prices for electricity that has resulted from general economic conditions and other factors, including new gas-fired generation and additional renewable energy sources. These market conditions have impacted our actual and forecasted cash flows and, by extension, our available liquidity for working capital and debt-related requirements. For 2017 we are forecasting similarly reduced cash flows, based on expected similar market conditions. While at present our liquidity, including available revolver capacity, may satisfy our short-term liquidity needs, further deterioration in our cash flows could impede our ability to satisfy our working capital and debt-related liquidity requirements. These circumstances, among others, raise substantial doubt about our ability to continue as a going concern within one year from the date these financial statements are available to be issued. The consolidated financial statements do not include any adjustments that might result from the outcome of the uncertainty.

At December 31, 2016 we have approximately $221 thousand of cash on hand, $25 million of capacity under our $160 million revolving line of credit and do not expect to receive future contributions from our indirect parent companies. At current debt levels, we are required to make quarterly principal and interest payments of approximately $11 million. See Note 8 for information on outstanding debt and the recent amendment to our First Lien Credit and Guaranty Agreement. We will continue to evaluate these conditions in relation to our ability to meet our obligations as they become due which may include pursuing other revenue streams and sources of liquidity such as disposition of certain assets.

4. Acquisition by Talen Energy Supply

On November 2, 2015, Talen Energy Supply completed its acquisition of MACH Gen, our parent company. The push-down basis of accounting was applied to record the fair value of our assets and liabilities at the acquisition date. The allocation of purchase price was based on the fair value of assets acquired and liabilities assumed. Certain purchase accounting adjustments were made during the first and second quarter of 2016 that had an insignificant impact to property, plant and equipment, deferred income taxes and member's equity. The statement of operations effect of these adjustments during the measurement period was also insignificant. The purchase price allocation was considered by management to be final as of June 30, 2016.

5. Inventory

"Inventory" on the Balance Sheet consisted of the following at December 31, 2016 (in thousands):

Materials and supplies	$	10,647
Emission allowances		9,015
Total	$	19,662

6. Property, plant and equipment

The major components of property, plant and equipment at December 31, 2016 are as follows (in thousands):

Generation	$	481,299
Other		1,480
Construction work in process		8,006
Property, plant and equipment, at cost		490,785
Less: accumulated depreciation		—
Property, plant and equipment, net	$	490,785

We capitalize interest costs as part of construction costs. For the year ended December 31, 2016, capitalized interest was $10 thousand.

For the year ended December 31, 2016, we recorded depreciation expense of $44 million. During the fourth quarter of 2016, we recorded an impairment charge which adjusted accumulated depreciation expense to zero at December 31, 2016. See Note 7 for additional information on impairment charges recorded during the year ended December 31, 2016.

7. Asset Impairments

During the fourth quarter of 2016, as we updated our estimated future cash flows in connection with the preparation of our annual budget, it became apparent that delays in the completion of certain infrastructure projects combined with a reduction in long-term energy and capacity prices in NYISO and ISO-NE, would further reduce anticipated cash flows for the Athens and Millennium generation plants. We considered this to be an indicator that the carrying value of approximately $1.2 billion currently recorded for these plants, may not be recoverable, and as a result we performed a recoverability test. Based on the results of the recoverability test we concluded that the carrying amount of these plants was higher than the future estimated undiscounted cash flows expected to be generated by these plants and that they were impaired. During the fourth quarter of 2016 we recorded an impairment loss of approximately $763 million to adjust the carrying value of these plants to fair value. The fair value of these plants was determined by a proprietary discounted cash flow model which used certain unobservable Level 3 pricing inputs, including forecasted generation, forecasted operation, maintenance and capital expenditures and a market participant discount rate.

8. Debt

The Company is party to a First Lien Credit and Guaranty Agreement (Credit Agreement), as amended, with Beal Bank USA and certain of its affiliates. The $642 million Credit Agreement is comprised of a $160 million revolving credit facility, which provides the Company capacity available for revolving cash borrowings and issuance of up to $120 million of letters of credit, which in combination cannot exceed the capacity of the facility at any given time, and a $482 million first lien Term Loan B. Our debt is non-recourse to our indirect parents, Talen Corp and Talen Energy Supply.

At December 31, 2016, the following secured revolving credit facility was in place (in thousands):

	Expiration Date	Capacity	Borrowed	Letters of Credit Issued	Unused Capacity
Non-recourse debt	July 2021	$ 160,000	$ 107,953	$ 26,508	$ 25,539

The Company pays customary fees on the revolving credit facility and borrowings bear interest at 12-month LIBOR, plus an applicable margin. The weighted average interest rate applicable to the outstanding borrowings was 5.57% at December 31, 2016. Borrowings are recorded as "Short-term debt" on the Balance Sheet.

At December 31, 2016, the Term Loan B had an outstanding balance of $468,730 thousand and matures in 2022. The Term Loan B provides customary annual amortization paid quarterly and may also be repaid, in whole or in part, beginning in the third quarter of 2016 without any make-whole premium. The Term Loan B interest rate was 6.75% at December 31, 2016 based on the LIBOR for the period plus an applicable margin.

The aggregate maturities of long-term debt are as follows (in thousands):

2017	2018 (a)	2019	2020	2021	Thereafter	Total
$ 4,820	$ 4,820	$ 24,099	$ 48,198	$ 48,198	$ 338,595	$ 468,730

(a) Reflects the impact of the March 2017 amendment to the Credit Agreement discussed below whereby the 2018 principal amortization was changed.

Obligations under the Credit Agreement are guaranteed by each of the Company's subsidiaries and are secured by a first priority secured interest, subject to possible shared first lien status with certain permitted hedge and power sale agreements, in all the assets of the Company and each guarantor, including the equity interests in the Company and each guarantor, which assets collectively have an aggregate carrying value of approximately $492 million at December 31, 2016.

The Credit Agreement requires that proceeds from borrowings, the receipt of revenue, debt service payments, and the payments for certain categories of expenses each be segregated in separate bank accounts. Under the terms of a depositary agreement (the Security Deposit Agreement), the Company has established the required bank accounts and has pledged all its rights, title, and interest in the bank accounts as security for its payment obligations under the Credit Agreement. In addition, the Security Deposit Agreement provides for a cash sweep on the last business day of March of each calendar year until the discharge of the First and Second Lien obligations. The application of the funds from the cash sweep is prioritized based on certain provisions outlined within the Security Deposit Agreement. The Credit Agreement also contains certain limitations on incurrence of liens, additional debt, sale of assets, capital expenditures, and other customary restrictive covenants, but does not include financial ratio covenants.

In March 2017, we executed an amendment to the Credit Agreement which, among other things, (i) modified the conditions precedent to borrowings under the revolving credit facility such that New MACH Gen may draw on the revolver through the end of 2017 without making certain representations and warranties, (ii) reduced the principal amortization payments on the Term Loan B for 2018, (iii) reduced the overall letter of credit capacity to $50 million, (iv) implemented certain limitations with respect to incurring overhead costs, (v) provided additional flexibility to engage in economic hedging of commodity price risk, (vi) increased the extent of the annual cash sweep, and (vii) provided for an amendment fee payable by New MACH Gen to the lenders under the credit facility.

9. Fair Value

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (an exit price). A market approach (generally, data from market transactions), an income approach (generally, present value techniques and option-pricing models), and/or a cost approach (generally, replacement cost) are used to measure the fair value of an asset or liability, as appropriate. These valuation approaches incorporate inputs such as observable, independent market data and/or unobservable data that management believes are predicated on the assumptions market participants would use to price an asset or liability. These inputs may incorporate, as applicable, certain risks such as nonperformance risk, which includes credit risk. The fair value of a group of financial assets and liabilities is measured on a net basis. For the successor, transfers between levels are recognized at end-of-reporting-period values.

We classify fair value measurements within one of three levels in the fair value hierarchy. The level assigned to a fair value measurement is based on the lowest level input that is significant to the fair value measurement in its entirety. The three levels of the fair value hierarchy are as follows:

Level 1: quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date. Active markets are those in which transactions for the asset or liability occur with sufficient frequency and volume to provide pricing information on an ongoing basis.

Level 2: inputs other than quoted prices included within Level 1 that are either directly or indirectly observable for substantially the full term of the asset or liability. This category includes natural gas forwards, gas index physicals and gas basis swaps at December 31, 2015.

Level 3: unobservable inputs that management believes are predicated on the assumptions market participants would use to measure the asset or liability at fair value.

Assessing the significance of a particular input requires judgment that considers factors specific to the asset or liability. As such, the Company's assessment of the significance of a particular input may affect how the assets and liabilities are classified within the fair value hierarchy.

Recurring Fair Value Measurements

The carrying amounts of cash and restricted cash are equal to, or approximate, their fair values due to the short-term maturity of those instruments and they are classified as Level 1 within the fair value hierarchy.

Nonrecurring Fair Value Measurements

See Note 7 for information on nonrecurring fair value measurements related to the impairments of long-lived assets.

Financial Instruments Not Recorded at Fair Value

Considering the substantial doubt about our ability to continue as a going concern, the fair value of the Company's outstanding revolving credit facility borrowings and its Term Loan B at December 31, 2016 approximate the net carrying value of the property, plant and equipment which secure the borrowings, and which were written down to fair value at the balance sheet date following the impairment charge. See Note 3 for additional information on Going Concern.

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of restricted cash and accounts receivable. Restricted cash accounts are generally held in federally insured banks. Accounts receivable are primarily with an affiliate under an energy management and marketing agreement (EMA). See Note 12 for additional information on related party transactions.

10. Commitments and Contingencies

Facility Contract Commitments

Operations and Maintenance Service Agreements

The Company's subsidiaries are party to separate long-term operations and maintenance agreements (O&M Agreements) with NAES Corporation (NAES). Pursuant to the terms of the agreements, NAES is required to operate and maintain each of the Company's three power plants. The Company's subsidiaries pay NAES a fixed annual management fees, an incentive bonus, and reimburses NAES for all labor costs, including payroll and taxes, subcontractor costs, and other costs deemed reimbursable under the O&M Agreement. The management fees are adjusted annually based on specified indices published by the U.S. government. Management fees totaled approximately $1 million for December 31, 2016. The O&M Agreements expire on December 31, 2017.

Energy Management and Marketing Agreements

See Note 12 for information related to an Energy Management and Marketing Agreement with our affiliate, Talen Energy Marketing.

New Athens and Millennium

New Athens and Millennium were each party to an Energy Management and Marketing Agreement (the EMA) with Consolidated Edison Energy, Inc. (Con Ed). Under each agreement, Con Ed provided energy, fuel, and risk management services for New Athens and Millennium. Furthermore, Con Ed sold all the electrical output on behalf of New Athens and Millennium and scheduled all the natural gas utilized in the operations.

The Con Ed EMAs with Athens and Millennium expired in September and November 2016, respectively. Management fees of approximately $1 million were incurred under the Con Ed EMAs from the beginning of 2016 through the expiration of the respective agreements.

New Harquahala

New Harquahala was party to an Energy Management Agreement (the EMA) with Twin Eagle Resource Management (Twin Eagle), pursuant to which Twin Eagle provided energy, fuel, and risk management services for New Harquahala. Under the agreement, Twin Eagle sold the electrical output on behalf of New Harquahala and scheduled the natural gas utilized in operations. The monthly fee was equal to the greater of a minimum fee or a fixed percentage of the gross margin of New Harquahala based on managed MWh.

Management fees of approximately $184 thousand for the period were incurred under the Twin Eagle EMA from the beginning of 2016 through the expiration of the agreement in June 2016.

Tax Agreements

During construction of the New Athens Facility, New Athens transferred its ownership interest in the land and improvements on which the facility was being constructed to the Greene County Industrial Development Agency (IDA) in return for certain tax exemptions and deferrals. IDA then leased the land and improvements back to New Athens under a lease agreement (the Lease Agreement). In connection with this transaction, New Athens entered into a Payment in Lieu of Tax Agreement (the Athens PILOT), which requires New Athens to make periodic payments in lieu of taxes to the local taxing authorities. These payments are recorded as operation and maintenance expenses on the consolidated Statement of Operations. New Athens is required to make the following payments under the Athens PILOT (in millions):

2017	2018	2019	2020	2021	Thereafter
4.9	5.1	5.3	5.3	5.3	6.8

Under the Lease Agreement, New Athens is required to make payments of approximately $17 thousand per month for 20 years at which point the assets are transferred back to New Athens. New Athens expenses these costs as they are incurred.

The obligations of New Athens to make payments under the PILOT are secured in part by a first mortgage granted to the IDA by New Athens in the amount of $5.5 million. The Athens PILOT payments and certain payments under the Lease Agreement are also secured by a letter of credit issued by the Company in favor of the IDA in the amount of $9.9 million.

New Athens pays a special district tax charge to the West Athens Lime Street Fire District. The fire district tax charges are based on the Town of Athens' assessed value of the facility. Starting in 2005, these fire district tax charges are $0.1 million per year and escalate at a rate of 3% per annum through 2023.

Millennium also has PILOT arrangements with the Town of Charlton, Massachusetts and the Town of Southbridge, Massachusetts. Under the terms of these PILOTs, Millennium received certain tax exemptions and deferrals and access to treated wastewater and potable water for use by Millennium and the disposal of wastewater from the Millennium facility. The term of the PILOTs extends through the year 2021. Pursuant to the PILOTs, Millennium is required to make the following estimated PILOT payments (in millions):

2017	2018	2019	2020	2021	Thereafter
2.0	2.0	2.0	2.0	1.3	—

The Town of Charlton fees were $700 thousand for December 31, 2016. Fees paid to the Town of Southbridge are adjusted annually based on specified indices published by the United States government. The Town of Southbridge fees were $80 thousand for the year ended December 31, 2016.

Transportation Contracts

New Athens has a gas transportation contract for firm reserved service with Iroquois. The terms of the contract permit New Athens to receive firm natural gas transportation service for up to 70,000 dekatherms of natural gas per day. New Athens is required to pay a rate per dekatherm of natural gas based on Iroquois's current Federal Energy Regulatory Commission (FERC) gas tariff. The contract is effective until September 1, 2018, and year to year thereafter unless terminated by either party within 12 months by providing written notice. New Athens incurred and expensed costs of approximately $4.9 million for the year ending December 31, 2016.

Electric Interconnection

New Harquahala has an Interconnection Agreement with Arizona Public Service Company, the City of Los Angeles by and through the Department of Water and Power, El Paso Electric Company, Public Service Company of New Mexico, Salt River Project Agricultural Improvement and Power District, Southern California Public Power Authority, and Southern California Edison. The agreement provides for the interconnection of the New Harquahala facility with the 500 kV transmission system at the Hassayampa Switchyard and requires New Harquahala to pay a pro rata share of the ongoing operation and maintenance costs associated with the Hassayampa Switchyard. Approximately $1 million was included in operations and maintenance expense for the year ended December 31, 2016.

Parts Supply and Services Agreement

The Company's subsidiaries are party to amended Combustion Turbine Parts Supply and Services Agreements (Amended LTSAs) with Siemens Power Generation, Inc. (Siemens), which expire at the earlier of (a) the date on which a covered turbine unit has completed its final scheduled outage since the effective date of the agreement or (b) the Amended LTSA's expiration date.

Fees incurred under the Amended LTSAs comprised primarily of (i) a variable quarterly fee based upon the covered unit's operational parameters, (ii) a fixed quarterly management fee, and (iii) service fees associated with certain planned outages. All fees are adjusted annually based upon specified indices published by the United States government. In addition, the Company can be obligated to make additional payments to Siemens, if the Company undertakes scheduled outages (as defined in the Amended LTSA) before an agreed amount of variable fees has been incurred or the units did not meet minimum operating hours.

These costs are capitalized to Property, plant and equipment on the Balance Sheet.

Leases and Supply Agreements

New MACH Gen and its subsidiaries have entered into various agreements for the lease of water storage and other equipment. At December 31, 2016, our most significant lease, which expires in 2024, relates to water storage equipment.

Rent expense for the year ended December 31, 2016 was $418 thousand.

Total future minimum rental payments for all operating leases are estimated to be (in thousands):

2017	2018	2019	2020	2021	Thereafter	Total
$ 371	$ 140	$ 140	$ 140	$ 140	$ 421	$ 1,352

During construction of the Millennium facility, Millennium entered into an agreement with the U.S. Army Corps of Engineers to construct an oil pipeline, water pipeline, and an access road through an area designated as wetlands. In connection with this agreement, the Company agreed to carry out environmental study recommendations and to restore or enhance certain wetlands and aquatic resources along the Quinebaug River. Under the terms of this agreement, the Company was required to pay $3 million for such costs of the studies, restoration, and enhancements over 10 years beginning in 2002. On December 1, 2011, the Company amended the agreement prior to its expiration. The amended agreement requires the Company to pay qualifying costs on demand up to its remaining obligation of approximately $3.0 million. The amended agreement expires at the earlier of payment of its entire obligation or upon expiration of the amendment through December 31, 2020. The Company recorded a liability in accrued expenses on the consolidated balance sheet in the amount of $2.5 million at December 31, 2016.

Legal and Regulatory Matters

From time-to-time in the ordinary course of its business the Company and/or its subsidiaries may be subject to legal proceedings, claims and litigation. While the outcome of these legal proceedings, claims and litigation is uncertain, the likely results are not expected, either individually or in the aggregate, to have a material adverse effect on the Company's financial condition or results of operations.

We are subject to regulation by federal and state agencies and commissions, as well as the ISOs in the various regions where we conduct business.

Environmental Matters

The Company's subsidiaries are subject to extensive federal, state and local environmental laws and regulations applicable to its air emissions, water discharges and the management of hazardous and solid waste, as well as other aspects of their business. In addition, many of these environmental considerations are also applicable to the operations of key suppliers, or customers, such as industrial power users, and may impact the cost for their products or their demand for the services. On occasion, the Company's subsidiaries may incur environmental fees, penalties and fines associated with the operation of their power plants. At the present time, the Company's subsidiaries do not have environmental violations or other matters that would have a material impact on the Company's financial condition, results of operations or cash flows or that would significantly change its operations.

11. Income Taxes

The income tax provision consisted of the following amounts (in thousands):

Income Tax Expense (Benefit)	2016
Current	
Federal	$ (682)
State	(26)
Total Current	(708)
Deferred	
Federal	(215,836)
State	(6,282)
Total - Deferred	(222,118)
Total income taxes (benefits)	$ (222,826)

Reconciliation of Income Tax Expense (Benefit)		2016
Federal income tax on Income (Loss) Before Income Taxes at statutory tax rate - 35%	$	(284,429)
Increase (decrease) due to:		
State income taxes, net of federal income tax benefit		(5,279)
State deferred tax rate change, net of federal benefit		(3,064)
Federal and State valuation allowance		71,049
Other		(1,103)
Total increase (decrease)		61,603
Total income taxes	$	(222,826)
Effective income tax rate		27.4%

At December 31, significant components of the Company's deferred income tax assets and liabilities were as follows (in thousands):

		2016
Deferred Tax Assets		
Federal and state net operating loss carryforwards	$	14,191
Deferred interest expense		42,440
Emission allowance		3,043
Plant - net		11,901
Other		1,771
Total deferred tax assets		73,346
Valuation allowances		(71,049)
Total net deferred tax assets	$	2,297
Deferred Tax Liabilities		
Prepaid expenses		2,297
Total deferred tax liabilities		2,297
Net deferred tax asset (liability)	$	—

At December 31, 2016, we determined a full valuation allowance of its net deferred tax asset is necessary. We will continue to assess all available evidence during future periods to evaluate any changes to the realization of its deferred tax assets. If we were to determine that the Company would be able to realize additional federal or state deferred tax assets in the future, we would make an adjustment to the valuation allowance which could reduce the provision for income taxes.

We will continue to maintain the valuation allowance until we are able to support a conclusion that it is no longer more likely than not that a portion of these net deferred tax assets will not be realized in future periods. There is currently no assurance of future income before taxes that would support realizability of deferred tax assets.

12. Related Party Transactions

Energy Management and Marketing Agreements

In 2016, upon expiration of the EMA with Con Ed and Twin Eagle (see Note 10), the New MACH Gen plants each entered into a new EMA with an affiliate, Talen Energy Marketing. Under the agreements, each plant pays $20 thousand per month for energy, management services, and Talen Energy Marketing is entitled to purchase all the electrical energy and capacity of the plants (net of facility requirements) and procures and delivers at market prices all the natural gas utilized in the operations of the plants. The amount payable by Talen Energy Marketing under the EMAs is the positive difference between prices received by Talen Energy Marketing from sales of energy, capacity and ancillary services from the plants over certain costs incurred by Talen Energy Marketing, including in respect of fuel supply. To the extent that such amount is negative, the applicable plant is not required to pay Talen Energy Marketing, but Talen Energy Marketing is entitled to deduct such amount from amounts payable to the applicable plant in future periods. Included in “Energy Revenues” on the Statement of Operations in 2016 is $131 million for the sales of electricity to Talen Energy Marketing and included in “Fuel and energy purchases” on the Statement of Operations is $75 million for fuel purchases from Talen Energy Marketing. The plants also incurred $240 thousand of fees for energy management services under the Talen Energy Marketing EMA which is included in "Operation and maintenance" on the Statement of Operations in

2016. A net receivable of approximately $9 million from the sales of electricity, net of fuel and fees for the plants is recorded in "Accounts receivable from affiliate" on the Balance Sheet at December 31, 2016.

Tax Sharing Agreement

In 2016 the Company participated in Talen Corp's intercompany tax sharing agreement which provides that taxable income be calculated as if each subsidiary of Talen Corp filed its own separate consolidated tax return. Tax benefits are not shared between companies. Under the agreement, the legal entity that generates a tax benefit is the entity that is entitled to the tax benefit and tax benefits are not shared between affiliate companies. Under the intercompany tax sharing agreement, the Company receives from (or pays to) Talen Corp the income tax expense or benefit that is utilized in the consolidated tax return of Talen Corp.

During the first nine months of 2016, the Company was paid approximately $16 million by Talen Corp for estimated tax benefits generated by the Company during that period. In March 2017, certain tax elections were made by MACH Gen which effectively eliminated the estimated tax benefit generated by New MACH Gen under the intercompany tax sharing agreement during the first nine months of 2016. As a result, the Company has recorded "Accounts payable to affiliate" of approximately $16 million, constituting the future refund to Talen Corp of overpayments to New MACH Gen under the tax sharing agreement, on the Balance Sheet at December 31, 2016.

The intercompany tax sharing agreement was terminated effective January 1, 2017. See Note 11 for additional information on income taxes.

Advance from Member

During the year ended December 31, 2016, MACH Gen advanced us approximately $14 million from its share of tax attributes under the Talen Corp intercompany tax sharing agreement to fund ongoing operations and seasonal working capital requirements. The receipt of this cash is reflected in "Accounts payable to affiliate" on the Balance Sheet at December 31, 2016, and as a financing activity on the Statement of Cash Flows for the year ended December 31, 2016.

13. Subsequent Events

The Company evaluated subsequent events through May 15, 2017, the date the financial statements are available to be issued, and determined that except for the amendment to the revolving credit facility discussed in Note 8 and termination of the tax sharing agreement discussed in Note 12, there were no other subsequent events to be reported.